



TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE
SEPTEMBER 10, 2020, AT 7:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

AGENDA

A. Call to Order – Mayor

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

B. Call to the Public – Mayor

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

C. Consent Agenda - Mayor

All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a

Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

- C.1** Consider approval of the minutes of the Regular Council meeting held on August 27, 2020.
- C.2** Consider approval of the Payment Approval Report.
- C.3** Consider approval of the disposal of one large front load bucket and one front load bucket through Public Surplus.
- C.4** Consider approval of the disposal of the signage letters from "Dusk til Dawn" through Public Surplus.
- C.5** Consider approval of the disposal of one 30x94 gray metal folding table and 2 rolling office chairs through Public Surplus.
- C.5** Consider approval of the disposal of a 2015 Volkswagen Jetta VIN#3vw2k7aj1fm227350 through Public Surplus.
- C.6** Consider approval of the disposal of a 2002 Kia Sedona VIN#KNDUP131926213892 through Public Surplus.

D. Unfinished Business before the Council – Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

E. New Business Before Council - Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

E.1 Discussion and/or Action [Suzanne Harvey]: RESOLUTION NO. 2020-19 - AUTHORIZING THE TOWN TO ENTER INTO A REVISED INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOMBSTONE FOR INTERCITY BUS SERVICES. Director Harvey will present the proposed new IGA with Tombstone regarding bus services.

E.2 Discussion and/or Action [Suzanne Harvey]: Director Harvey will present a request made by Southern Arizona Humanitarian Aid Resource Alliance ["S.A.H.A.R.A"] for its trash/landfill fees to be waived by the Council.

- E.3 Discussion and/or Action [Brandye Thorpe]:** Ms. Thorpe will present the copy machine/service contract proposals for Town facilities.
- E.4 Discussion and/or Action [Mayor Wallace]:** Mayor Wallace will open discussion regarding renewal of the agreement with Whetstone Fire District for fire protection and emergency medical services for the Town.
- E.5 Discussion and/or Action [Mayor Wallace]:** Council will provide direction to staff regarding the possibility of updates/upgrades to the Town's phone system and services.
- E.6 Discussion and/or Action [Chief Thies]:** Chief Thies will present the proposal for procuring new police department vehicles.
- E.7 Discussion and/or Action [Jean Post]:** Councilmember Post will present options for employees who choose not to participate in the Town provided employment benefits.
- E.8 Discussion and/or Action [Mayor Wallace]:** Council will decide whether the Town will participate in the federal social security payroll tax deferral program offered by executive order of the President of the United States. The program merely extends the due date for an employer's obligation to withhold and pay to the US Treasury the 6.2 percent employee portion of the social security tax for pay periods beginning on September 1, 2020, and ending on December 31, 2020. Beginning in January, 2021, the Town would have to collect the deferred tax amounts from its employees because they must be repaid to the Treasury.
- E.9 Discussion and/or Action [Debra Trate]:** Councilmember Trate will present the possibility of engaging Xpress BillPay for processing and mailing the Town's water/sewer/trash bills.
- E.10 Discussion and/or Action [Mayor Wallace]:** Executive [closed] session, pursuant to A.R.S. 38-431.03(A)(1), to interview applicants and discuss hiring a new Town Clerk. Following the executive session, the Council might take action to hire a new Town Clerk or it might direct staff concerning further recruitment activity.
- E.11 Discussion and/or Action [Mayor Pro Tem Donna Johnson]:** Council might act to appoint an interim town manager should a town clerk be hired. The Council might also direct staff concerning the recruitment and hiring of a town manager.

F. Department Director reports

G. Items to be placed on future agendas

H. Reports of Current Events by Council

I. Adjournment

Posted at 5:00 PM on September 8, 2020, at the following locations:

Town Hall Bulletin Board 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Hall Lobby Windows 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Website https://huachucacityaz.gov
Huachuca City U.S. Post Office 690 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Library Windows 506 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Police Department 500 N. Gonzales Blvd. Huachuca City, AZ 85616

Ms. Brandye Thorpe
Office Manager

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Councilmembers, with the exception of confidential material relating to possible executive sessions, is available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at www.huachucacityaz.gov

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.



TOWN OF HUACHUCA CITY

The Sunset City

C.1

**MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
August 27, 2020 AT 7:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

AGENDA

A. Call to Order – Mayor

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

**The meeting was called to order at: 7:00pm
The Pledge of Allegiance was led by: Mayor Wallace
The invocation was offered by: Elder Thomas**

Roll Call.

Present: Johann Wallace, Donna Johnson, Cynthia Butterworth, Jean Post, Joy Banks (telephonically), Suzanne Harvey (Not voting), Thomas Benavidez (Not voting).

Absent: Christy Hirshberg

B. Call to the Public – Mayor

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Mayor Wallace recognizes Jeffrey Ferro. Mr. Ferro commends Mr. Halterman and his team for the work they did on a water line break two weeks ago in the vicinity of Grant and Third Street. He feels the damage was extensive and the Public Works department did a great job of getting water back on for the residents as quickly as possible.

C. Consent Agenda - Mayor

All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

- C.1** Consider approval of the minutes of the Regular Council meeting, including the executive session, held on August 13, 2020.
- C.2** Consider approval of the Payment Approval Report in the amount of \$17,615.29.
- C.3** Consider approval of the disposal of surplus cell phones including 2 Verizon GZOne flips, 1 T-Mobile Nokia, 1 Verizon Motorola, 1 Sprint flip, 1 Sprint Samsung flip, 1 Samsung flip, 1 Verizon Nokia, 1 Verizon GZOne smart, 3 Verizon Samsung slides and 1 Kyocera plus miscellaneous charging cords and phone cases through Public Surplus.
- C.4** Consider approval of the disposal of an Easy Gate kit through Public Surplus.
- C.5** Consider approval of the disposal of 2 Infinity foot controls through Public Surplus.
- C.6** Consider approval of the disposal of 2 Lanier Healthcare Dictation Foot Controls w/ 1 power supply through Public Surplus.
- C.7** Consider approval of the disposal of a Bunker Hill Security System through Public Surplus.
- C.8** Consider approval of the disposal of a Panasonic KX-TS880 Phone (landline) through Public Surplus.
- C.9** Consider approval of the disposal of surplus file cabinet dividers through Public Surplus.
- C.10** Consider approval of the disposal of 1 front load bucket, 1 big front load bucket and 1 big vehicle axle through Public Surplus.
- C.11** Consider approval of the disposal of 1 large cat condo and 3 medium wire dog kennels through Public Surplus.
- C.12** Consider approval of the disposal of a 1969 Winnebago, VIN#6381931556 through Public Surplus.
- C.13** Consider approval of the disposal of 10 miscellaneous brands of bicycles through Public Surplus.

- C.14** Consider approval of the disposal of 1 Toshiba printer, 1 Brother J-4700W printer, 1 box of miscellaneous computer accessories (keyboards, mouse, cords) through Public Surplus.
- C.15** Consider approval of the disposal of a network server rack and network panel racks through Public Surplus.
- C.16** Consider approval of the disposal of an uninterruptable power box through Public Surplus.
- C.17** Consider approval of the disposal of 3 portable heaters through Public Surplus.
- C.18** Consider approval of the disposal of 1 pull up bar through Public Surplus.

Councilmember Butterworth requests that item C.2 be removed and further discussed.

Mayor Wallace wants item C.10 removed and further discussed as well.

Motion: Approve items C.1 through C.13 with the exception of items C.2 and C.10, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Debra Trate.
Motion passed unanimously.

Motion: Item C.2, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Debra Trate.

Councilmember Butterworth advises that the Payment Approval amount in the Agenda was \$17,615.29, however in the Payment Approval report provided to Council the amount is \$54,478.70.

Councilmember Trate requests that there not be two provided.

Mayor Wallace asks if changes can be made to the posted agenda amount.

Attorney Benavidez says that the dollar amount does not need to be on the agenda at all, just that the Payment Approval Report needs to be on there.

Motion: Change the Payment Approval amount to \$54,478.70, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.
Motion passed unanimously.

Motion: Item C.10, **Action:** Open for discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson

Mayor Wallace wants the buckets removed from this until it can be confirmed that we are legally able to dispose of them, since they were bought through GSA Surplus.

Motion: Item C.10 minus the two buckets, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth

D. Unfinished Business before the Council – Mayor

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E. New Business Before Council - Mayor

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E.1 Discussion and/or Action [Suzanne Harvey]: Director Harvey will present Welcome Packets that have been designed by Library Staff for new residents.

Motion: Item E.1, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Janet Weir presents packets to Council that include many resources available through the Library. These are designed to be given to residents new to the Town. Information includes how-to's and advises of things like food boxes and the Community Garden. Mayor Wallace asks that this be made available digitally on the website as well.

E.2 Discussion and/or Action [Mayor Wallace]: Council will provide direction to staff regarding the hiring of a Town Clerk.

Motion: Item E.2, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Wallace asks that Council submit 3 questions to Suzanne Harvey and himself, that they would like to ask of the Town Clerk applicant. He would like them submitted by the middle of next week.

E.3 Discussion and/or Action [Mayor Wallace]: Council will discuss the proposed copy machine/service contract for Town facilities.

Motion: Item E.3, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Wallace states there is a contract with what used to be Copygraphix, but they changed the name. They are trying to get the Town to agree to a new lease. With how much the quote is, his recommendation is that staff be directed to collect quotes from other companies for the admin building, Library, Police Department and Fire Department.

Motion: Item E.3, **Action:** Direct staff to seek more quotes, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.
Motion passed unanimously.

E.4 Discussion and/or Action [Director Howe]: Authorization of needed repairs to a Caterpillar D8 tractor at the landfill.

Motion: E.4, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Jay Howe describes the repairs made to the Caterpillar D8 tractor.
Mayor Wallace states that the repairs should never have been made to the equipment. Anything that is going to cost more than \$5,000.00 has to have authorization from Council prior to it being spent or the work being completed. Since the repairs have already been made, the repair bill needs to be paid.

Motion: E.4, **Action:** Authorize, **Moved by** Johann Wallace, **Seconded by** Jean Post.
Motion passed unanimously.

F. Department Director reports

Jim Halterman reports that there will be water main repairs on Tuesday of next week.
Jay Howe reports that the tires are gone from the landfill.
Chief Thies reports that new department vehicles will be on the next Agenda. Quote was not ready for tonight.
Laura Wenc is working on Accounts Payable and making adjustments due to the limited funds. She is also working on aging reports for the landfill. She is working with the accountant regarding the revenue/expense report.
Suzanne Harvey reports that ADOT has completed a traffic study regarding the 45mph speed limit on SR-90 and a crosswalk at Clark.
SVMPO is going forward with an assessment on roadways.
There is a big project in Sierra Vista regarding 3,500 tons of clean fill that we may be able to get for free, with the prospective contractor possibly paying \$10.00 per ton to dump it with us.
Also ADEQ just did a surprise inspection and were happy with the fence line cleanup.
Bus project is moving along, some fumigation was done on the one bus.
Jim Halterman has been working with WIFA regarding the sewer ponds.
Dusk til Dawn painting will be on the 5th of September.
Staff reports will be submitted on the 15th of each month.
We are confident that we can get better prices on copier services.
Phone service is being looked into because we are paying too much, we will be evaluating and trying to reduce costs.
Fort Huachuca landfill billing has been caught up by Laura.

G. Items to be placed on future agendas

Town Clerk

Xpressbill possibility for them to do Water/Sewer/Trash billing for the Town

Discussion about benefits

H. Reports of Current Events by Council

Cynthia Butterworth- SVMPO meeting, TIP is upcoming

Donna Johnson- has been going to staff meetings and learning a lot.

Joy Banks-Is glad that Suzanne has picked up the slack with SVMPO and dealing with them

Mayor Wallace- We are waiting for the easement stuff to come back regarding the Huachuca City School easement. The IGA with Tombstone regarding the buses needs modifications. We need to re-evaluate the Sierra Vista IGA regarding bus service as well.

I. Adjournment

Motion: Adjourn, Moved by Johann Wallace, Seconded by Donna Johnson.

Motion passed unanimously.

Meeting Adjourned: 8:02pm

Approved by Mayor Johann R. Wallace on August 27, 2020.

Mr. Johann R. Wallace
Mayor

Attest: _____
Ms. Suzanne Harvey,
Interim Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on June 11, 2020. I further certify that the meeting was duly called and a quorum was present.

Ms. Brandye Thorpe,
Office Manager

DRAFT

C.3



Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616
Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230



Mayor and Council

September 10th, 2020

Re: Purchase of two buckets currently in the impound yard.

Hello Mayor Wallace and Council,

This is the information I have regarding the two buckets. I have no documentation for when these two buckets were purchased.

They are required to be held for one year. This time has come and passed.

The attachment above is regarding the purchase of the dump truck by the Town of Huachuca City.

Jim Halterman drove to Scottsdale to pick the truck up, then onto the University of Arizona Agricultural department to pick up the two buckets Mr. Williams bought.

I have a bill of sale for the Dump Bed dated Sept. 5th 2019. The buckets would have been purchased prior to them being picked up.

Thank you.

Chief

Thank you!

Sincerely,

James L. Thies HC-1

Chief James L. Thies
jthies@huachucacityaz.gov
Huachuca City Police Department (HCPD)
500 N. Gonzalez Blvd, Huachuca City, AZ 85616
Dispatch: 520-456-1353

**PAID**CK. NO. _____
DATE _____

BILL OF SALE

Auction Date: Sep 5, 2019 2:00:00 PM MST**Auction ID:** 2417571**Item Number:** 7422**Year:** 1998**Description:** 1998 Chevrolet C30 (Dump Bed)**Identification Number:** 1GBKC34J7WF071369**Purchase Price:** \$5,700.00**Taxes:** 8.05%**Buyer Name:** Matthew Williams**Address:** 500 N. Gonzales Blvd.
Huachuca City, AZ, 85616,_____
Bidder_____
Date

COS SIGNATURE _____ DATE: _____

E.1



Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

RESOLUTION NO. 2020-19

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO A REVISED INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOMBSTONE FOR INTERCITY BUS SERVICES.

WHEREAS, Huachuca City has been awarded a grant from the Legacy Foundation to fund an intercity bus route for one year; and

WHEREAS, Huachuca City acknowledges demand for an intercity service, as verified by the inter-city route feasibility study conducted by the Southeastern Arizona Governments Organization (SEAGO), and that success of the service is dependent upon participation of public transportation providers like Sierra Vista, Tombstone and Huachuca City; and

WHEREAS, A.R.S. 11-952 authorizes agreements between public entities for cooperative actions, and Huachuca City and Tombstone desire to jointly exercise their powers and enter into an Intergovernmental Agreement whereby they will allow the use of certain bus facilities and services, pursuant to the terms of the agreement attached hereto as Exhibit AA@ and incorporated herein by this reference; and

WHEREAS, on February 27, 2020, the Huachuca City Council approved a prior iteration of an agreement with Tombstone for bus services and wishes to rescind approval of that agreement and replace it with the one attached as Exhibit A; and

WHEREAS, the Mayor and Council have determined that approval of the Intergovernmental Agreement is in the best interest of Huachuca City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

- Section 1.** The Town hereby rescinds approval of Resolution No. 2020-03 approving a prior iteration of an agreement with Tombstone for bus line services.
- Section 2.** The Town hereby approves the Intergovernmental Agreement, attached hereto as Exhibit AA.@
- Section 3.** The Town's officers are hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Town of Huachuca City.

Section 4. The Town's officers and staff are hereby authorized to take all steps necessary and proper to implement said Intergovernmental Agreement and give it effect.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 10th DAY OF SEPTEMBER, 2020.

Johann Wallace, Mayor

ATTEST:

Suzanne Harvey, Interim Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney

EXHIBIT A

[Agreement with City of Tombstone must be attached.]

INTERAGENCY GOVERNMENTAL AGREEMENT

BETWEEN

THE TOWN OF HUACHUCA CITY

AND

THE CITY OF TOMBSTONE

FOR

INTERCITY ROUTE SERVICES

This Interagency Governmental Agreement (hereinafter referred to as AGREEMENT) is entered into, in accordance with Arizona Revised Statutes, Section 11-952, on this ____ day of _____, 2020, by and between the Town of Huachuca City, a municipal corporation, organized under the laws of the State of Arizona (hereinafter referred to as "TOWN") and the City of Tombstone, a municipal corporation, organized under the laws of the State of Arizona (hereinafter referred to as "TOMBSTONE").

BACKGROUND AND INTENT

WHEREAS, TOWN desires to operate an intercity bus route originating in Huachuca City and Tombstone with stops in Sierra Vista; and

WHEREAS, TOWN has been awarded a grant from the Legacy Foundation to fund this intercity bus route for one year; and

WHEREAS, both parties acknowledge demand for such service is warranted pursuant to the inter-city route feasibility study conducted by the SouthEastern Arizona Governments Organization (SEAGO) and that success of the service is dependent upon participation of public transportation providers in the TOWN and TOMBSTONE; and

WHEREAS, pursuant to Arizona Revised Statutes, Section 11-952, which allows contracts/agreements between public agencies for cooperative actions, TOWN and TOMBSTONE desire to enter into an Intergovernmental Agreement whereby TOMBSTONE agrees to allow the use of certain facilities and services, as stipulated in this AGREEMENT.

THEREFORE, in consideration of the mutual promises contained in this AGREEMENT, and of the mutual benefits to result there from, the parties agree as follows:

TERM

The initial term of this AGREEMENT shall be for a period of one year, from ~~March 2~~November 1, 2020 through ~~February 26~~October 31, 2021. Thereafter, it may be renewed for successive one-year terms, for up to two successive one-year terms, upon written agreement of the Parties.

BUS SERVICE

TOWN will dedicate one of its buses and a part-time driver to TOMBSTONE to provide bus service ~~three two~~ days each week, ~~Monday, Wednesday and Friday~~. ~~Service will depart TOMBSTONE at 10:00 am each service day and go to Sierra Vista. The bus will depart Sierra Vista each service day at 2:00 pm and return to TOMBSTONE.~~Specific service days and times will be coordinated between staff of TOWN and TOMBSTONE.

BUS MAINTENANCE, FUEL AND STORAGE

TOMBSTONE will provide, at its sole cost, storage for TOWN's ~~s~~ bus which is dedicated to the TOMBSTONE/Sierra Vista route.

BUS DRIVER

TOWN will cover ~~all the~~ costs associated with ~~hiring and~~ providing a driver for the bus. TOMBSTONE may choose to assist with the driver recruitment process by advertising locally at TOMBSTONE'S sole cost.

BUS STOP AND SIGNAGE

TOMBSTONE will make available for use the existing bus stop shown on Exhibit A, and will identify no more than one additional pick up/drop off location within TOMBSTONE town limits. TOMBSTONE WILL allow TOWN to place its bus stop signs and schedules at ~~those~~ these locations.

Each party will allow reasonable bus window and other appropriate advertising of the bus services offered between them.

TICKET PURCHASE

TOMBSTONE shall collect funds from passengers wishing to purchase tickets. All funds collected shall be handled separately from TOMBSTONE'S funds and remitted to the TOWN by check on a monthly basis. TOMBSTONE shall provide TOWN with a log to

track any sales and a copy of said log shall accompany remittance to TOWN. Payment by check shall be mailed to:

Town of Huachuca City
Attn. Town ~~Manager~~Clerk
500 N. Huachuca Blvd.
Huachuca City, AZ 85616

TERMINATION, DEFAULT, AND REMEDIES

Either party may terminate this AGREEMENT at any time without cause by giving the other party written notice of the intent to terminate the AGREEMENT no less than 60-days prior to the date of termination.

INSURANCE

It is understood that TOMBSTONE and TOWN are both public bodies in the State of Arizona. Each party shall maintain workers' compensation insurance as required by statutes, general commercial liability insurance, property damage insurance, and automobile liability insurance with respect to its activities under this AGREEMENT.

TOWN shall provide insurance coverage for the TOWN bus dedicated to TOMBSTONE.

INDEMNIFICATION

To the fullest extent permitted by law, TOWN shall defend, indemnify, and hold harmless the TOMBSTONE, its agents, officers, officials, and employees from and against all tortuous claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, or services of TOWN, its agents, or employees. TOWN'S duty to defend, hold harmless, and indemnify the TOMBSTONE, its agents, officers, officials, and employees shall arise in connection with any tortuous claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any TOWN acts, errors, mistakes, omissions, work, or services in the performance or failure to perform under this AGREEMENT, including any employee of the TOWN or any other person for whose acts, errors, mistakes, omissions, work, or services the TOWN may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

To the fullest extent permitted by law, TOMBSTONE shall defend, indemnify, and hold harmless the TOWN, its agents, officers, officials, and employees from and against all tortuous claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, or services of TOMBSTONE, its agents, or employees. TOMBSTONE's TOMBSTONE'S duty to defend, hold harmless, and indemnify the TOWN, its agents, officers, officials, and employees shall arise in connection with any tortuous claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any TOMBSTONE acts, errors, mistakes, omissions, work, or services in the performance or failure to perform under this AGREEMENT, including any employee of the TOMBSTONE or any other person for whose acts, errors, mistakes, omissions, work, or services the TOMBSTONE may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

ADMINISTRATION OF AGREEMENT

Each party shall designate a representative or representatives, notice of the same to be provided to the other party, who shall be jointly responsible for developing procedures to be utilized in fulfilling this AGREEMENT and providing other administrative services as necessary. Any disputes arising under this AGREEMENT which cannot be resolved by the above-mentioned representatives, shall be referred to TOMBSTONE'S City Manager and TOWN'S Town Manager for joint resolution. Disputes not resolved at this level shall be referred to binding arbitration to be conducted by a panel of three arbitrators, one selected by each party, and the third selected by the two arbitrators.

NOTICES

Unless otherwise specified herein, any notice or communication required or permitted under this AGREEMENT shall be in writing and sent to the address given below for the party to be notified.

TOWN

Huachuca City
ATTN: Town ManagerClerk
500 N. Gonzales Blvd.
Huachuca City, AZ 85616
Tel: 520.456.1354

TOMBSTONE

City of Tombstone
Attn: City ManagerClerk
P. O. Box 339
Tombstone, AZ 85638
Tel: 520.457.2202

ASSIGNMENT

Neither party shall assign the rights or duties under this AGREEMENT to a third party without the written consent of the other party. Any such assignment in violation of this AGREEMENT will be grounds for termination of the AGREEMENT.

NON-DISCRIMINATION

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order 75-5 which mandated all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213, and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.

RIGHTS OF PARTIES

The provisions of this AGREEMENT are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties of any nature or kind in favor of any third party.

SEVERABILITY

The parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended. In the event that any provision of this AGREEMENT or portion thereof is held invalid, illegal or unenforceable, such, provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

OTHER TERMS

1. **NON-DISCRIMINATION.** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

2. **WORKERS' COMPENSATION:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this intergovernmental agreement, is deemed to be an employee of both the Party who is her

primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

3. **CONFLICT OF INTEREST.** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

4. **NO BOYCOTT OF ISRAEL.** In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

5. **COMPLIANCE WITH IMMIGRATION LAWS.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

6. **INSPECTION AND AUDIT.** The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

7. **PUBLIC RECORDS LAW.** Notwithstanding any other provision of the agreement, the parties understand that all of the other parties are public entities and, as such, are each subject to Arizona's public records law, A.R.S. § 39-121 *et seq.*

8. **JURISDICTION AND APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

IN WITNESS WHEREOF, two (2) identical counterparts of this AGREEMENT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named on the date and year first above written.

APPROVED BY:

TOWN

APPROVED BY:

TOMBSTONE

By _____ By _____
Eric Duthie, Town Manager _____, City Manager
DATED: _____ DATED: _____

By _____
Johann Wallace, Mayor

By _____
Dustin Escapule, Mayor

DATED: _____

DATED: _____

ATTEST:

By _____
~~Janine Rustine~~ Suzanne Harvey, Interim

By _____
Town Clerk Brenda A. Ikirt, City Clerk

DATED: _____

DATED: _____

Pursuant to A.R.S. §11-952, this AGREEMENT has been reviewed by legal counsel for each party to determine it is in proper form and is within the power and authority granted under the laws of the State of Arizona to the respective client TOMBSTONE.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Thomas Benavidez, Town Attorney

Ann P. Roberts, City Attorney

EXHIBIT “A”

List of Bus Stop Facilities

1. ; [and](#)

2. ; [and](#)

4.2. [_____](#) ;

E.2

August 20, 2020


Mayor Johann R. Wallace and Council Members
500 N. Gonzales Blvd
Huachuca City, AZ 85616
(520) 456-1354

Mayor J. Wallace and Huachuca City Council Members:

As you are all aware we, Southern Arizona Humanitarian Aid Resource Alliance (S.A.H.A.R.A.), came to plead our case to have the ability to rent out the two buildings located at 425 Gonzales Blvd which was granted and we shall be forever grateful. We are in the process of organizing the overwhelming amount of donations that the community donated to our cause to assist families. In the process we are finding out that items that should have found itself in a dumpster have made it way to us. So now we have to use the landfill to correctly discard the damaged goods. As we are not a for profit organization we are struggling to pay the landfill fees that include trash pickup for normal trash. We are asking that we be waived these fees in order to meet our level of commitment to those in need.

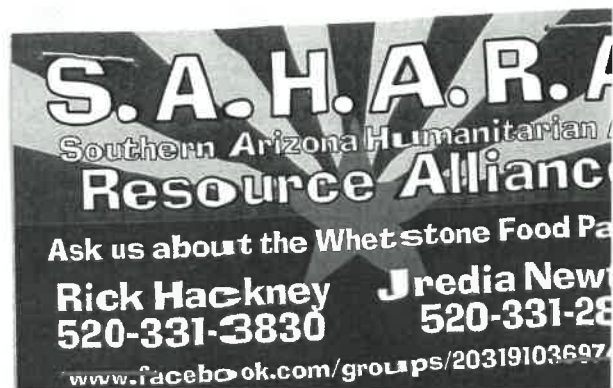
S.A.H.A.R.A. was founded by, myself, Rick Hackney, and Jredia Newton. We have been long-term residents of the Huachuca City and Whetstone area since the 80's. The mission goal of S.A.H.A.R.A. is to distribute humanitarian aid and supplies to individuals community members and includes first responders and firefighter. S.A.H.A.R.A. is here to offer a hand up when times are hard. S.A.H.A.R.A. offers up a food pantry, clothing, household items that can include dishes to Knick knacks perhaps needing to be replaced due to a fire. S.A.H.A.R.A., at this time, is not a 501(c)3 nonprofit organization. It is funded by and made up of community members that care, have compassion and truly have a heart to make a difference within their community.

We thank you for your time and look forward to working with you in the near future.


Rick Hackney
(520)331-3830
3830


Jredia Newton
(520)331-2883

425 Building A&B Gonzales Blvd.
Huachuca City, AZ 85616





Office Equipment Option

For



Add us as a contact we are
always ready to help our partners:



Robert McGee



CALL 888-COPY (2679)

Thank you for choosing us for all your Office Equipment needs!

KYOCERA
Document Solutions





Arizona Business Equipment Inc. is a Tucson owned and operated full service office equipment dealership. We cover all aspects of office equipment solutions, service and supplies. Arizona Business Equipment offers the newest in copy, print and network solutions technology for all size organizations. Our specialties include copiers, printers, plotters, wide format, postage machines, folder/inserter and Managed Print Solutions (MPS), large multi-department workgroup printers to document imaging and storage through document scanning products. In addition to great equipment we also offer unmatched service and support. Which includes regular scheduled preventative maintenance with on-site service, parts, labor, and supplies included in our maintenance contracts. We offer our clients convenient consultations and extremely detailed solutions to help streamline our customer's office printing documentation needs.

Cameron Moore started Arizona Business Equipment in early 2011. With more than 15 years' experience in the office equipment industry Cameron says, "It's not office equipment and technology that I love, it's helping create solutions for our clients and providing exceptional customer service". Cameron attributes their incredible success to the great customer service they offer and the relationships he and his team have established. Cameron is very involved with the Rotary Club of Tucson, Tucson Association of Executives, Caballeros Del Sol, The Foothills Club of Tucson, Greater Area Vail Chamber of Commerce, Greater Tucson Area Chamber of Commerce, BBB, Literacy Connects and many other local nonprofit organizations. This involvement with these organizations allow him to contribute directly to the community.

MISSION, VISION, PHILOSOPHY

Our **MISSION** is to strive and provide our customers with the absolute best service, value, professionalism, loyalty, and a strong commitment to maintain the highest integrity in our industry.

Our **VISION** is to promote and provide large corporations with the solutions and satisfaction of their needs, but also provide a local "community feel" and attention to customer service that only a locally-owned and operated organization can do.

Our **PHILOSOPHY** is to provide our customers with service through preventative maintenance thus avoiding the "break-fix" mindset of our industry. We also offer total solution packages to run an effective and efficient work office flow reducing unnecessary waste of resources.





See what some of our customers are saying about us.

* The absolute best service and support for office equipment in the Tucson area. Honesty and integrity count a lot for me and they deliver on both. (George Everette, IT Director, Casa De Los Ninos)

* Arizona Business Equipment is our copy machine provider because they are the best. They keep our copy costs down and our machines well serviced and running smoothly. Arizona Business Equipment provides fast and efficient service. We work with Arizona Business Equipment as a partner and not just as a vendor. They care about our work and they show it in their excellent customer service. (Betty Stauffer, Executive Director, Literacy Connects)

* We have been working with Cam and his staff at Arizona Business Equipment for some time now and find them highly responsive and knowledgeable. I wouldn't trust anyone else with our copier needs. (Jeff Ronstadt, Ronstadt Insurance)

* PISA (Pain Institute of Southern Arizona) explored busienss equipment options and decided on ABE for our copier/scanner services... They have done an outstanding job maintaining our equipment... Quotes for new equipment/upgrades, etc. are timely and competitive. We have been very impressed with their responsiveness to our service calls with a technician coming on site within a hour or so of our initial notification of an issue.. We would highly recommend them... (John Cole, CEO, PISA)

* Arizona Business Equipment is the best! It is such a treat to not have to worry about our office equipment. Before Arizona Business Equipment, I was constantly fighting with my "Costco" printer. Now, we have better quality, faster printing and I don't have to deal with the printer/copier. Cameron and his team stay on top of any errors or communication that the printer may be sending. More than once, they have shown up to troubleshoot and I didn't even realize anything was wrong! I can't thank them enough for making my work day a little more smooth! (Cindy McDaniel, Director of Operations, West Coast Roofing)

* Robert and his Team are the best in the business. Total rockstars. They handle all of my business printing needs at both of my businesses. I was referred to them by a friend and I am extremely happy with their services. Highly competitive pricing, elite customer service and easily accessible if needed. No need to look anywhere else. Give Robert a call and see for yourself. (Ian Morton, Owner, Fix Auto Tucson and Sierra Vista)

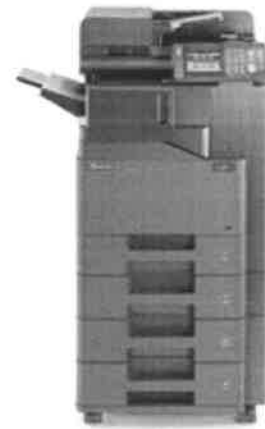




Kyocera Taskalfa 308CI

Color Digital Copier / Network Printer / Network Scanner/ Fax

- Color Copy and Print speeds up to 32 pages per minute
- Standard Print, Copy, and Scan
- Standard 75 Sheet Document Processor
- (2) – 500 Sheet Paper Drawers
- 100 Sheet Bypass Tray
- Paper Sizes from statement to legal 5.5"x8.5 to 8.5"x14"
- 200,000 Page, Component Based Maintenance
- Standard Postscript for MacIntosh IOS
- PinPoint Scan Solution Included with OCR Scanning



Some options in display not included in base price.



Enabled Mobile Print Device

****Print from iOS and Android mobile devices ****
Standard and Free with ALL Kyocera MFP
Equipment.



**ARIZONA
BUSINESS
EQUIPMENT**



Kyocera TASKalfa 3553CI

Digital Copier / Network Printer / Network Scanner / Fax

- Color Copy and Print speeds up to 35 pages per minute
- High Resolutions for great Copy and Print Quality
- (4) - 500 Sheet Paper Tray
- 150 Sheet Bypass Tray
- 270 Sheet Single Pass Document Feeder
- Invoice, Letter, Legal and Ledger Paper Sizes
- Envelopes from Tray 1 or Bypass Tray
- Duplex up to 256 gsm From Trays
- Paper Pass up to 12" x 18"
- 600,000 Page Maintenance Cycle
- Standard SMTP Scanning
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**ARIZONA
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Proposed Solutions Benefits

- **Kyocera Fleet Services Utilized for Meter Collection and Automatic toner replenishment.**
- **Toner delivered by technician to the building/machine and preventative maintenance performed at that time.**
- **Parts, toner and supplies and administration local for convenience and reduced downtime.**
- **Deferred payment option to finish existing lease while having new equipment without financing negative equity.**
- **Install, delivery, setup and training included.**
- **Return of old equipment and sanitization of Hard Drive Included.**

Lease Proposal

(2) 308CI to replace current C3850 machines

(1) 3553CI to replace current C368 machine

Total 60 MO FMV W/ 3 Mo. Deferred Lease \$234.17 MO plus tax

Total 60 MO \$1 Out W/ 3 Mo. Deferred Lease \$280.88 MO plus tax

Lease Rates Include all 3 machines

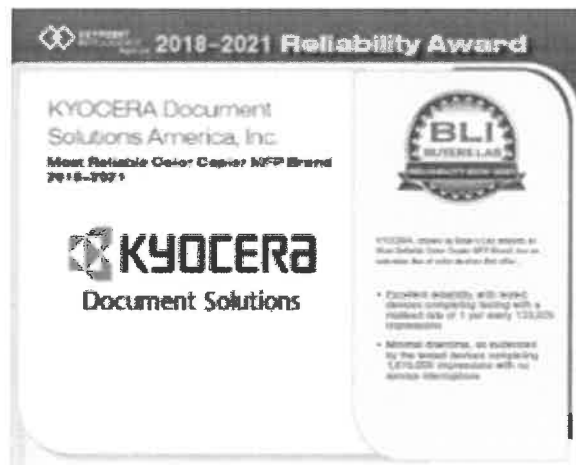
(Lease price subject to a one-time doc fee of \$95.00 and all applicable tax)

Maintenance will cover all machines. Maintenance will be billed per image at .0099 for monochrome impressions and .07 for color impressions. Maintenance includes all parts, supplies, service, labor and toner. (Paper excluded)





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Kyocera mono printers and MFPs have long been designed to have exceptional durability and low costs of operation. This award specifically reinforces this same reliability in their Colour MFP lineup.

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In the award certificate BLI references there were no service interruptions in 1,875,000 'prints' on the machines tested. This kind of ultra reliability is what every purchaser needs and wants.

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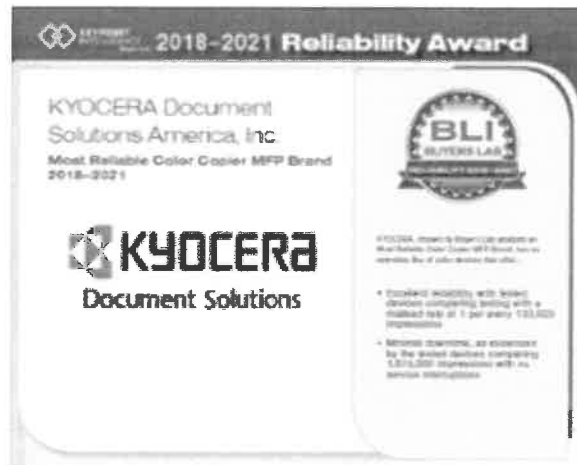
CALL 888-COPY (2679)

Thank you for choosing us for all your Office Equipment needs!





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Business Services Proposal

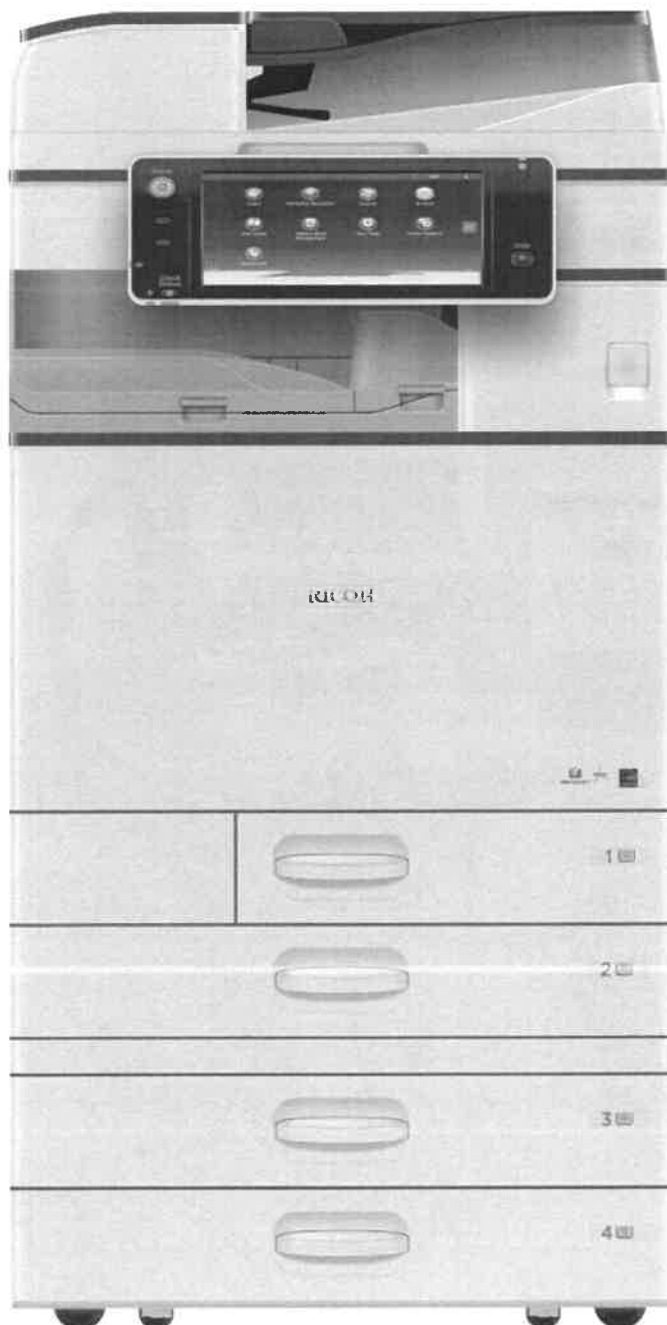
RICOH
imagine. change.



Joe Williams
Account Executive
Phone: 636-389-5132
Toll Free: 866-229-9434 Ext:60744
Fax: 636-326-3830
Joseph.Williams@ricoh-usa.com

RICOH MPC 3003

(Refurbished)



General Specifications

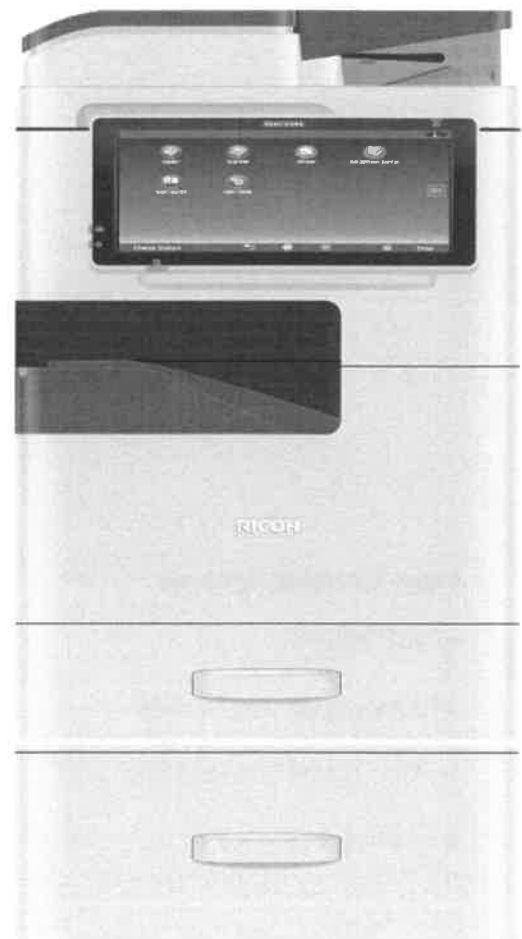
Printing Process	4-Drum Method
Output Speed (Copy/Print)	MP C3003: 30-ppm B&W & FC (LTR) MP C3503: 25-ppm B&W & FC (LTR) MP C4503: 45-ppm B&W & FC (LTR) MP C5503: 55-ppm B&W & FC (LTR) MP C6003: 60-ppm B&W & FC (LTR)
Warm-Up Time	Less than 20 seconds
Recovery from Sleep Mode	Less than 10 seconds
First Copy Time (FC/B&W)	7.1/4.6 seconds (MP C3003/MP C3503) 5.7/4 seconds (MP C4503) 4.5/3.1 seconds (MP C5503/MP C6003)
Copy Resolution	600 dpi
Quantity Indicator	Up to 999 copies
Document Feeder (Standard on MP C3003/MP C3503)	Original Capacity: 100 sheets Original Size: 5.5" x 8.5" - 11" x 17" (A5 - A3)
Automatic Reversing Document Feeder (ARDF)	Paper Weight: Simplex: 11 - 34 lb. Bond (40 - 128 g/m) Duplex: 14 - 34 lb. Bond (52 - 128 g/m)
Document Feeder (Standard on MP C4503/MP C5503/MP C6003)	Original Capacity: 220 sheets Original Size: 5.5" x 8.5" - 11" x 17" (A5 - A3)
Single Pass Document Feeder (SPOF)	Paper Weight: Simplex: 11 - 34 lb. Bond (40 - 128 g/m) Duplex: 14 - 34 lb. Bond (52 - 128 g/m)
Paper Capacity	Standard: 2 x 550 sheets + 100-Sheet Bypass Tray, Maximum: 4,700 sheets (w/Tandem LCT + Side LCT)
Supported Paper Sizes	1st Paper Tray: 8.5" x 11" (A4) 2nd Paper Tray: 5.5" x 8.5" - 12" x 18", Envelopes Bypass: Up to 12" x 18", Envelopes Custom Sizes: Width: 3.5" - 12.6" (90 - 320 mm), Length: 5.8" - 23.6" (148 - 600 mm) Fax/Printer: 5.8" - 18" (148 - 457 mm) Copy/Document Server
Supported Paper Weights	Standard Trays: 14 - 80 lb. Bond/ 166 lb. Index (52 - 300 g/m) Bypass Tray: 14 - 80 lb. Bond/ 166 lb. Index (52 - 300 g/m) Duplex Unit: 14 - 68 lb. Bond/ 142 lb. Index (52 - 256 g/m)
Paper Types	Plain, Recycled, Letterhead, Cardstock, Preprinted Paper, Bond Paper, High-Gloss Coated Paper, Color Paper, Envelopes, Labels* & OHP*

*Bypass Tray Only

RICOH MP 305

Engine/General Specifications

Configuration	Desktop Multifunctional Printer (MFP)
Scanning Element	One-dimensional solid scanning through CIS
Printing Process	Dry two-component magnetic brush development system
System Memory	2 GB (RAM) standard
Output Speed (Copy/Print)	Up to 30 ppm (Letter) Up to 15 ppm in Silent Mode
First Copy Time	4.9 seconds or less
Recovery Time to Product Ready Mode	Less than 27 seconds (from Main Power switch on) Less than 12 seconds (from Sleep Mode)
Copy Resolution	600 x 600 dpi
Grayscale	256 levels
Image Density	Manual (9 levels)
Multiple Copies	Up to 999
Document Feeder (Standard)	Automatic Reversing Document Feeder (ARDF)
Original Capacity	50 sheets (ARDF)
Paper Sizes	Standard Tray: 8" x 6" to 8.5" x 11" (A6 - A4) Optional Tray: 5.5" x 8.5" to 8.5" x 11" (A5 - A4) Bypass Tray: 4" x 6" to 11" x 17" (A6 - A3) Duplex Unit: 5.5" x 8.5" to 11" x 17" (A5 - A3)
Paper Weights	Standard Tray and Duplex Unit: 16 - 28 lb. Bond (60 - 105 g/m ²) Optional Tray: 16 - 43 lb. Bond (60 - 162 g/m ²) Bypass Tray: 14 - 43 lb. Bond (52 - 163 g/m ²)
Input Capacity	Exposure Glass: Up to 8.5" x 11" Standard: 250 sheets x 10-sheet Bypass Tray Optional: 500 sheets x 1 Tray
Output Capacity	100 sheets
Paper Types	Plain, Recycled, Colored, Letterhead, Reprinted, Bond, Card Stock, Prepunched, Special, Back Copied, OHP (Transparency)*, Envelopes*, Label Stock*



Specifications and Pricing

Your Chosen Options

- MPC3003
- Smart Operation Panel Type M3
- Paper Feed Unit PB3160 (2 x 550 Sheets)
- PostScript 3 Unit Type M3
- Fax Option Type M3
- ESP XG-PCS-15D

Your Chosen Options

- MP 305SPF
- Paper Feed Unit PB1090
- Fax Connection Unit Type M15
- ESP XG-PCS-15D

60 Month Lease

Monthly Lease Payment:

\$370.14 (ALL FOUR UNITS)

Maintenance Package:

MPC 3003 Per copy charges

Color \$0.0346

B&W \$0.0079

MP 305 Per copy charges

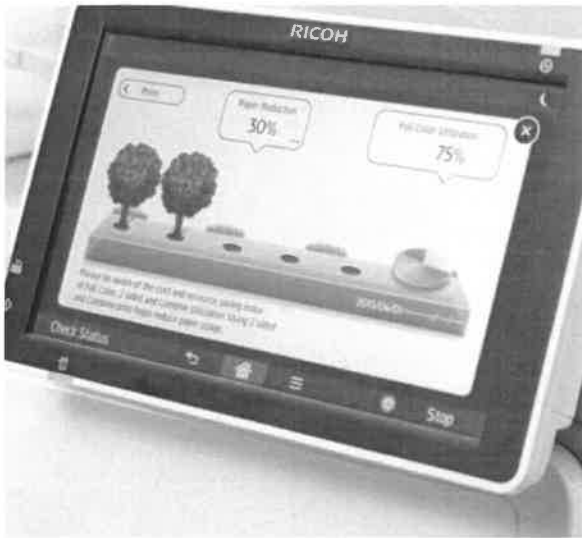
B&W \$0.0163

Included: parts, labor, toner and staples

Timeframe & Next Steps



Reservation of Rights—This quote is based upon the information provided by you, and the assumptions made by us in preparing the information contained herein. While care has been taken to ensure the accuracy of this quote, we make no representations or warranties about the accuracy, completeness or adequacy of the information contained herein, and shall not be liable for any errors or omissions. We recognize your right to negotiate and approve the terms of any resulting contract and we reserve the same right. We also acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. This quote is subject to credit approval and valid or a period of 15 days from the date stated on the cover page. THIS QUOTE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT, NOR SHOULD IT BE CONSTRUED AS, AN OFFER TO SELL/LEASE THE GOODS OR SERVICES LISTED HEREIN.



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HUACHUCA CITY

Business Services Proposal

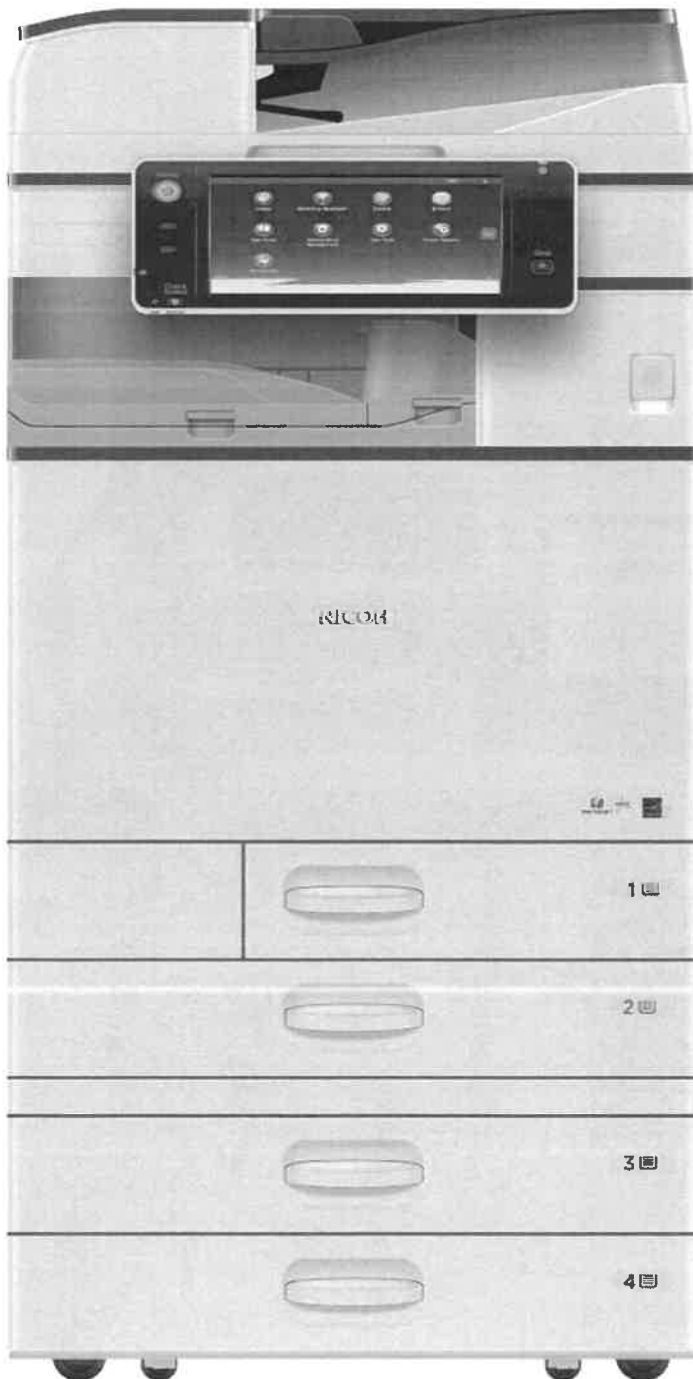
RICOH
imagine. change.



Joe Williams
Account Executive
Phone: 636-389-5132
Toll Free: 866-229-9434 Ext:60744
Fax: 636-326-3830
Joseph.Williams@ricoh-usa.com

RICOH MPC 3003

(Refurbished)



General Specifications

Printing Process	4-Drum Method
Output Speed (Copy/Print)	MP C3003: 30-ppm B&W & FC (LTR) MP C3503: 35-ppm B&W & FC (LTR) MP C4503: 45-ppm B&W & FC (LTR) MP C5503: 55-ppm B&W & FC (LTR) MP C6003: 60-ppm B&W & FC (LTR)
Warm-Up Time	Less than 20 seconds
Recovery from Sleep Mode	Less than 10 seconds
First Copy Time (FC/B&W)	7.1/4.8 seconds (MP C3003/MP C3503) 5.7/4 seconds (MP C4503) 4.5/3.1 seconds (MP C5503/MP C6003)
Copy Resolution	600 dpi
Quantity Indicator	Up to 999 copies
Document Feeder (Standard on MP C3003/MP C3503)	
Automatic Reversing Document Feeder (ARDF)	Original Capacity: 100 sheets Original Size: 5.5" x 8.5" - 11" x 17" (A5 - A3) Paper Weight: Simplex: 11 - 34 lb. Bond (40 - 128 g/m) Duplex: 14 - 34 lb. Bond (52 - 128 g/m)
Document Feeder (Standard on MP C4503/MP C5503/MP C6003)	
Single Pass Document Feeder (SPDF)	Original Capacity: 220 sheets Original Size: 5.5" x 8.5" - 11" x 17" (A5 - A3) Paper Weight: Simplex: 11 - 34 lb. Bond (40 - 128 g/m) Duplex: 14 - 34 lb. Bond (52 - 128 g/m)
Paper Capacity	Standard: 2 x 550 sheets + 100-Sheet Bypass Tray, Maximum: 4,700 sheets (w/Tandem LCT + Side LCT)
Supported Paper Sizes	1st Paper Tray: 8.5" x 11" (A4) 2nd Paper Tray: 5.5" x 8.5" - 12" x 18", Envelopes Bypass: Up to 12" x 18", Envelopes Custom Sizes: Width: 3.5" - 12.6" (90 - 320 mm), Length: 5.8" - 23.6" (148 - 600 mm) Fax/Printer; 5.8" - 18" (148 - 457 mm) Copy/Document Server
Supported Paper Weights	Standard Trays: 14 - 80 lb. Bond/ 166 lb. Index (52 - 300 g/m) Bypass Tray: 14 - 80 lb. Bond/ 166 lb. Index (52 - 300 g/m) Duplex Unit: 14 - 66 lb. Bond/ 142 lb. Index (52 - 288 g/m)
Paper Types	Plain, Recycled, Letterhead, Cardstock, Preprinted Paper, Bond Paper, High-Gloss Coated Paper, Color Paper, Envelopes, Labels* & OHP*

*Bypass Tray Only

Specifications and Pricing

Your Chosen Options

- MPC3003
- Smart Operation Panel Type M3
- Paper Feed Unit PB3160 (2 x 550 Sheets)
- PostScript 3 Unit Type M3
- Fax Option Type M3
- ESP XG-PCS-15D

60 Month Lease

Monthly Lease Payment:
(ALL THREE UNITS)

FMV: \$342.42

Dollar Out: \$369.70

Maintenance Package:

MPC 3003 Per copy charges

Color \$0.0346

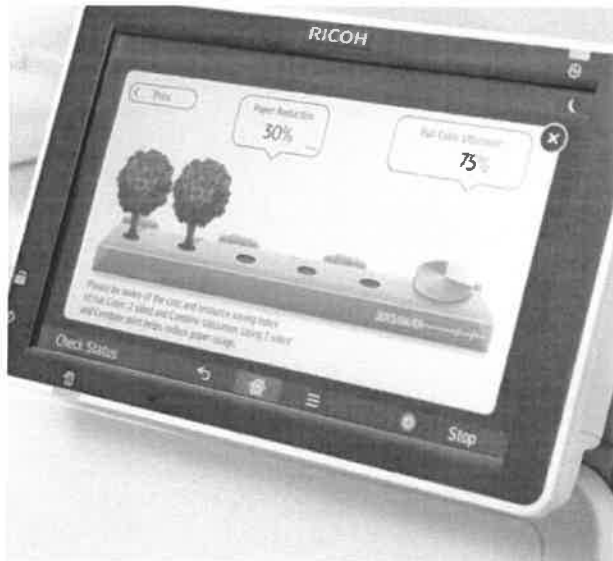
B&W \$0.0079

Included: parts, labor, toner
and staples

Timeframe & Next Steps



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**INTERGOVERNMENTAL AGREEMENT TO
PROVIDE FIRE PROTECTION**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered, effective as of November 1, 2017 (“**Effective Date**”), by and between the **TOWN OF HUACHUCA CITY**, An Arizona municipality located in Cochise County, and the **WHETSTONE FIRE DISTRICT**, a special taxing District located in Cochise County (WFD) either of which may be referred to in this Agreement as a “**Party**” and both may be referred to in this Agreement as “**Parties**”.

RECITALS:

WHEREAS, Huachuca City and WFD currently maintain and equip high quality fire departments, providing comprehensive fire suppression, fire prevention, review and inspection services, emergency medical services, emergency hazardous substances response services and other services incidental to the protection of person and property in their respective communities; and

WHEREAS, Huachuca City is bordered by WFD, and the fire department for Huachuca City and WFD have a recent history of working in close harmony on matters of mutual concern, such as through the Automatic Aid Agreement providing for extraterritorial fire suppression aid; and

WHEREAS, Huachuca City and WFD could enjoy greater efficiencies and economies of scale, while preserving the high level of fire service each Party currently provides its citizens, if WFD assumed primary responsibility for provision of fire suppression and certain other fire related services in Huachuca City, as set forth in this Agreement; and

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, are specifically authorized by this Agreement, Town Code and Bylaws for the respective entities; and

WHEREAS, Huachuca City and WFD, through their respective City Council and Fire District Governing Board, and other officials, have determined that it is in the best interest of the public that each entity serves to enter into this Agreement by which WFD will provide fire suppression and certain other fire-related services in Huachuca City, subject to the terms, conditions and consideration set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained in this Agreement, Huachuca City and WFD agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth the responsibilities of Huachuca City and WFD with respect to the provision of fire suppression services and other fire related services, including emergency medical services, as expressly provided for in this Agreement (collectively, the “**Fire Services**”), by the Whetstone Fire District (“**WFD**”) within the jurisdictional boundaries of the Town of Huachuca City. Beyond the specified Fire Services, this Agreement describes, among other things, the Parties’ obligations with respect to E-911 communications, personnel, property, fire stations lease, and payment. This Agreement is not intended to establish, and does not establish, a separate governmental entity for the performance of any function. By entering this Agreement, WFD does not assume, and shall not be responsible for, any financial or other liabilities that may currently exist as of the Effective Date of this Agreement, whether known or unknown, with respect to Huachuca City’s Fire Department.

2. **TERM & TERMINATION:**

A. Term: This Agreement shall commence on the 1st day of November, 2017 (the “**Effective Date**”), and continue thereafter until the 31st day of December, 2020, unless earlier terminated as provided herein. The term of the Lease of the Fire Station Facilities, as provided in paragraph 10 below, shall be coterminous with the term of the Agreement. These two terms shall be jointly referred to in this Agreement as the “**Term**”.

B. Termination: In the event that a Party defaults or breaches, on its part, in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this Agreement (“**Default**”) and shall fail to cure such Default within ninety (90) days following delivery of written notice from the other Party, in accordance with the notice paragraph of this Agreement, specifying the Default and the date on which the right to terminate the Agreement may be exercised if such Default is not cured within the ninety (90) day cure period. If the

Default is not cured within ninety (90) days or some other resolution is not reached prior to the termination date stated in the notice or a consensus for any extension date is not reached, as either

the resolution or the extension date are mutually agreed to to by the Huachuca City Manager and the WFD Fire Chief in a signed writing, then this Agreement shall terminate in accordance with the terms and conditions of this Agreement. If the Default is a failure of Huachuca City to appropriate or make available funds or make a payment as prescribed in paragraph 11 below, the cure period shall be thirty (30) days from the date of written notice from WFD, unless the WFD Fire Chief agrees in writing to extend the deadline.

3. **FIRE SUPPRESSION:** Huachuca City and WFD agree that WFD will provide fire suppression services within the jurisdictional boundaries of the Town of Huachuca City during the Term of this Agreement. The level of fire suppression service will be equivalent to that provided to WFD residents and shall be substantially consistent with the “**Chief’s Action Plan**,” attached hereto and incorporated herein as **Exhibit A-1** and the “**Travel Response Standard**,” subject to the assumptions and variables set forth therein, attached hereto and incorporated herein as **Exhibit A-2** In accordance with the staffing model, WFD will staff each fire vehicle with two (2) firefighters at the Fire Station Facilities identified in paragraph 10 below. The Chief’s Action Plan may be amended from time to time, in the sole discretion of the WFD Fire Chief, so long as the WFD Service Level is maintained. A copy of any amended Chief’s Action Plan will be sent to the Huachuca City Manager in accordance with the notice paragraph of this Agreement.

4. **FIRE PREVENTION:**

4.1 Fire Prevention Services: WFD will remain responsible for fire prevention services within the jurisdictional boundaries of the Town of Huachuca, including without limitation the enforcement of Huachuca City’s Building and Fire Codes, periodic fire safety inspections, and issuance of building permits and certificates of occupancy. Recognizing the importance of WFD being acquainted with structures in Huachuca City as well as fire prevention measures that would protect the lives of WFD firefighters, Huachuca City, through its Building Inspector, agrees to cooperate and coordinate with WFD with respect to fire prevention activities, and WFD will be notified and afforded the

opportunity to participate in fire prevention activities, as described in **Exhibit B** attached hereto and incorporated herein.

4.2 Applicable Codes: Huachuca City and WFD agree that the international fire and building codes for Huachuca City and WFD should be compatible. WFD agrees within one (1) year of the Effective Date of this Agreement to adopt the 2015 International Building and Fire Codes and to adopt any subsequent versions of the building and fire codes within six (6) months of WFD's adoption of said subsequent versions of said codes.

5. **EMERGENCY MEDICAL SERVICES:** WFD shall arrange, by separate contract or by other means, for EMS medical direction to be provided within the jurisdictional boundaries of Huachuca City, with Canyon Vista Medical Center being the primary hospital. The level of emergency medical services will be equivalent to that provided to WFD residents. During the Term of this Agreement, two ambulances will be staffed; each ambulance will be based at the Fire Station Facilities identified in paragraph 10 below. Fry Fire District (FFD) will remain the primary transport agency as per their Certificate of Necessity (CON) issued by the State of Arizona.

6. **HUACHUCA CITY POLICE DEPARTMENT:**

6.1 Arson and Fire Investigations: During the Term of this Agreement, WFD shall perform all "cause and origin" fire investigations in Huachuca City, consistent with its investigative practices and procedures within the WFD. WFD will work in conjunction with the Huachuca City Police Department ("HCPD") on all fire and arson investigations which involve or result from the commission of a criminal act in Huachuca City. HCPD will assist WFD in the conduct of such investigations; will be responsible for all criminal processes resulting from WFD Fire investigations with the District Attorney for Cochise County; and will coordinate such WFD Fire investigations, to the extent appropriate, with the Department of Human Services and the juvenile court system.

6.2 Other Support: Subject to available resources and personnel and consistent with the policies and practices of WFD, WFD will coordinate with HCPD to provide the following assistance:

- Traffic control at accident scenes to which WFD has been dispatched;
- Use of a ladder truck to provide roof access and aerial crime scene photographs;
- Establishment of a protocol in regard to Active Shooter scenarios.

6.3 Communications: HCPD and WFD will cooperate in establishing a means of radio and other communication between the two departments.

7. **EMERGENCY NOTIFICATION AND DISPATCH SERVICES:**

Huachuca City will provide for dispatch services for all emergency 9-1-1 (“E-911”) calls. E-911 calls for fire and emergency medical-related matters will be immediately transferred to WFD’s 911 Emergency Communication Center (City of Sierra Vista Police department), by Huachuca City’s Dispatch through a “Tandem Transfer” of the Automatic Number Identification and Automatic Location Identification (“ANI/ALI”) received by Huachuca City’s Dispatch. Huachuca City will operate through its E-911 Authority Board’s Master Street Address Guide administrator to ensure that the correct agencies will be referenced on the ANI/ALI display. Huachuca City, in conjunction with its E-911 service providers, will make any changes to its communication system necessary to expedite the transfer of E-911 information to WFD dispatchers (City of Sierra Vista Police department), thereby minimizing any delay to its citizens.

8. **HUACHUCA CITY FIRE PERSONNEL:**

Lateral Appointment: Huachuca City Fire Department (“**Huachuca City Fire**”) personnel, who (i) obtain a Certificate of Good Standing from the Town of Huachuca City, and (ii) accept offers tendered by WFD’s Fire Chief, shall become personnel of WFD and shall operate under the direction and control of WFD. Such personnel shall receive lateral appointment to WFD at their current rank, but not higher than the rank of Captain, and will be paid at the applicable base salary and benefits as defined by the WFD Pay Scale.

9. **ROLLING STOCK; FURNITURE, FIXTURES & EQUIPMENT; APPARATUS:**

9.1 Rolling Stock: Huachuca City hereby grants use to WFD all of its rolling stock currently owned by Huachuca City as listed below, Huachuca City will maintain all insurances on said equipment to include adding WFD personnel to the insurance policy:

Spartan Gladiator Classic Engine
Ferrara Intruder Engine

2013 Ford F-350 Pick-up
2013 Ford-550 Bruch Truck
Yamaha Rhino 660 Special Edition
Flatbed (4) Wheel Trailer (for Rhino)

9.1.1 Rolling Stock: WFD will not use the following apparatus:

2004 Ford F-250 Pick-up with camper shell
1999 Chevrolet 3500 Utility Truck
Water Tender (homemade) Military Truck
(2) Got Ice (2) wheel Ice Trailer
Magnum Light Trailer

9.2 Furniture, Fixtures & Equipment: Huachuca City hereby grants use to WFD all of the furniture, fixtures and equipment listed in **Exhibit C** attached hereto and incorporated herein by reference.

9.3 Conveyance & Ownership: Huachuca City will maintain ownership of rolling stock, Fire Station, furniture, fixtures, and equipment listed in **Exhibit C**; and with respect to any other Huachuca City rolling stock and furniture, fixtures and equipment not specifically listed above or in **Exhibit C** shall remain the property of and in the possession and control of Huachuca City and shall be removed from the Fire Station Facilities identified in paragraph 10 below, unless the WFD Fire Chief agrees that they may remain for use by WFD. All rolling stock and furniture, fixtures and equipment provided by or subsequently acquired by WFD for the purposes of performing WFD's obligations under this Agreement shall be and remain the property of and in the possession and control of WFD.

9.4 Apparatus: WFD reserves the right to provide rolling stock and fire equipment different from those listed above and in **Exhibit C** at the Fire Station Facilities identified in paragraph 10 below. Initially, WFD will establish 2 Engine Apparatus and Ambulance at the Huachuca City Fire Station (502 N Gonzales Blvd.). During the Term of this Agreement, WFD shall have the right to replace such Apparatus at the Fire Station Facilities so long as the WFD Service Level is maintained as provided in paragraph 3 above.

10. FIRE STATION FACILITIES:

10.1 Lease: Huachuca City shall lease to WFD (\$1.00) annually during the Term of this Agreement the one existing fire station located at 502 N Gonzales Blvd. The Lease shall be applicable to the entirety of the facility as such are depicted on **Exhibit D** attached hereto and incorporated herein (the "**Leased Premises**") and include driveways and dedicated parking lots on the site of the Leased Premises.

10.2 Consideration: This Lease shall be at \$ 1.00 cost to WFD and is part of the consideration, in addition to the payments by Huachuca City specified in paragraph 11 below, for WFD's provision of Fire Services under this Agreement.

10.3 Uses: The uses of the Leased Premises by WFD shall be as fire station and administrative offices for WFD and for such other purposes appropriate for the performance of Fire Services under this Agreement.

10.4 Utilities: Huachuca City shall furnish or cause to be furnished water, sewer, electricity and gas (the “**Utilities**”) sufficient to meet WFD’s needs at the Leased Premises. Utilities for the Leased Premises will be billed to and paid by Huachuca City.

10.5 Repairs and Maintenance; Cleaning and Tenant Finish: Huachuca City shall be responsible for assuring that the Leased Premises are structurally sound and fully functional for the purposes and the performance of this Agreement, including the safe and comfortable use of the Leased Premises by WFD firefighters. Huachuca City shall make, when needed and as reasonably requested by WFD, and pay for 100% of all replacements, repairs, maintenance and other services for the structural, mechanical, plumbing, electrical and utility systems for the leased premises, as well as parking areas and sidewalks on the Leased Premises. WFD shall arrange and pay for cleaning and custodial services on the Leased Premises and any future internal tenant finish changes at the Leased Premises which WFD determines are needed for the operation and use of the Leased Premises by WFD and which Huachuca City approves (which approval will not be unreasonably withheld).

10.6 Access & Security. Huachuca City and its authorized agents, employees, and contractors may enter the Leased Premises at reasonable hours and following reasonable notice to inspect the Leased Premises and to provide such structural, mechanical, plumbing, electrical and utility systems services for the Leased Premises as specified in sub-paragraph 10.5; however, all work will be done as promptly as reasonably possible and so as to cause as little interference to WFD as reasonably possible. Notwithstanding the above, Huachuca City may enter the leased premises at any time in response to an emergency at the Leased Premises. Huachuca City is entitled to keys with which to unlock all of the doors in the Leased Premises (excluding WFD's vaults, safes, and similar secured areas). During the time of entry by Huachuca City on the Leased Premises, Huachuca City shall be responsible for providing for the security of the Leased Premises and the personal property of WFD and its firefighters against unlawful entry by third parties and against unlawful activities by third parties on the Leased Premises.

10.7 Quiet Enjoyment. So long as the Lease remains in effect, WFD’s possession and use of the Leased Premises will not be disturbed by Huachuca City or anyone claiming on behalf of or through Huachuca City except as expressly provided in this Lease.

10.8 Expiration or Termination: This Lease shall remain in effect only as long as the Agreement is in effect. Upon expiration or termination of the Agreement, as provided in this Agreement, WFD shall remove all equipment, rolling stock, and other personal property it owns within fifteen (15) days of said expiration or termination and shall vacate the Leased Premises.

10.9 Minor Modifications: Huachuca City, by and through its City Manager, and WFD, by and through its Fire Board may agree upon minor modifications to this Lease, and to reduce

said modifications to signed writings, provided said modifications: (i) are acceptable in form to each Party's attorney, (ii) do not lengthen the Term, and (iii) impose no additional financial obligation or other liability upon either Party.

11. PAYMENTS BY HUACHUCA CITY: During the Term of this Agreement, Huachuca City shall annually appropriate and make available funds sufficient to make payments to WFD as prescribed in this paragraph 11 and shall pay WFD each Quarter (July 1st, October 1st, January 1st, April 1st), as specified in **Exhibit E** attached hereto and incorporated herein. The total amount to be paid each year of the Term of this Agreement shall increase by no more than three percent (3%) if needed and agreed upon by both parties. If payment is not received by the tenth day of the month, interest shall accrue on the unpaid portion at a rate of 12% per annum.

12. JOINT ADVISORY BOARD/DISPUTE RESOLUTION: The Parties shall establish a joint advisory board for the purpose of serving as an advisor and liaison to Huachuca City and WFD. The joint advisory board shall consist of four members. Two of the members shall be appointed by Huachuca City and two of the members shall be appointed by WFD. The joint advisory board shall create an environment that encourages cooperation between Huachuca City and WFD in providing fire services and shall provide input and recommendations on policies and procedures to Huachuca City and WFD. In addition, the members shall act as a liaison to their respective city administrations and governing bodies. The joint advisory board shall meet on such occasions as the Huachuca City Manager and the WFD Fire Chief mutually agree. Neither Huachuca City nor WFD may initiate litigation regarding any dispute arising under this Agreement without first attempting to resolve the dispute by referring it to the joint advisory board.

13. MUTUAL AID AGREEMENTS: WFD and Huachuca City are both parties, along with a variety of municipalities and fire districts in and near the County of Cochise area, to an Intergovernmental Agreement for Mutual Aid between Fire Departments executed in January 2008 (Cochise County) ("**Mutual Aid Agreement**"). WFD will continue to act in keeping with the Mutual Aid Agreement and any future amendment to the Mutual Aid Agreement or replacement mutual aid agreement executed by WFD.

14. OTHER:

14.1 Public Relations: Huachuca City Fire has a long tradition of servicing the community through various public relations activities. WFD wishes to acknowledge and will participate in such traditions as the 4th of July, National Night Out, the Holiday Parade, and similar activities.

14.2 Fuel: WFD may purchase fuel at the Huachuca City Public Works Center for the cost of fuel (non-taxed). If WFD purchases said fuel, Huachuca City will invoice WFD for the purchase.

14.3 Coordination; Reports. Coordination and administration of this Agreement shall be conducted by and between the Fire Board and the Huachuca City Town Manager.

WFD shall provide the Huachuca City Town Manager with quarterly written reports addressing performance under this Agreement. WFD agrees to be available to meet with the Huachuca City, Town Manager

15. GENERAL PROVISIONS (Applicable to Agreement and Lease):

15.1 Reasonable Efforts; Good Faith: The Parties agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement.

15.2 Fair Dealing: In all cases where the consent or approval of one Party is required before the other may act, or where the agreement or cooperation of the Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement as the same are set forth herein, subject to the terms and conditions hereof; provided, however, that, except as expressly provided in this Agreement, nothing in this Agreement shall be construed as imposing on either Party any greater duty or obligation to the other Party or a third party other than that which already exists as a matter of Arizona law, including but not limited to any fiduciary duty or other responsibility greater than that of reasonable parties contracting at arm's length.

15.3 Financial Interests: Except for financial interests expressly authorized by both of the Parties in accordance with their respective codes and Bylaws, any financial interests created in, or used to secure financing and payment for the costs of, any work performed or improvements made under this Agreement, including but not limited to any bonds, certificates of participation, purchase agreements, shall expressly exclude from such debt or financial security contained in such financial instrument(s) any title, rights and interests held by the other Party in any property under this Agreement. The terms and conditions of this Agreement must be expressly recognized in any such financial instrument(s) created or entered by or on behalf of one Party, which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) are subordinate to this Agreement and may not encumber the other Party's title, rights and interests in property.

15.4 Appropriations: Notwithstanding any provision of this Agreement to the contrary, the rights and obligations under this Agreement are contingent upon all funds necessary for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by WFD and Huachuca City. Nevertheless, failure by Huachuca City to appropriate or otherwise make available the funds necessary to perform its financial obligations under paragraph 11 of this Agreement may be grounds for termination of the Agreement as provided in sub-paragraph 2.B of this Agreement. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of WFD and Huachuca City, except to the extent that capital improvement funds that are lawfully appropriated can be lawfully carried over to subsequent years.

15.5 Non-waiver: No Party shall be excused from complying with any provision of this Agreement by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party.

15.6 Independence: Each Party to this Agreement shall be an independent entity, and no Party or such Party's agents, officers and employees shall be deemed to be an agent of the other Party.

15.7 Contracting or Subcontracting: Any work that is allowed to be contracted or subcontracted under this Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Agreement. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. Except as otherwise expressly stated in this Agreement, no Party shall be liable or have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which the other Party contracts or has a contractual arrangement.

15.8 No Discrimination: In connection with the performance of this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Parties further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.

Neither Party shall discriminate against any employee or client of either Party or any other individual in any way because of that person's age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement. Both Parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.

15.9 Conflict of Interest: Huachuca City agrees that no official, officer or employee of WFD shall have any personal or beneficial interest whatsoever in the services or property described herein, and Huachuca City further agrees not to hire or contract for services any official, officer or employee of WFD or any other person which would be in violation of this Agreement. This Agreement may be cancelled for conflicts of interest, pursuant to A.R.S. 38-511.

15.10 Law; Authority; Enforcement; and Claims:

A) Applicable Law: The Parties agree to comply with all Applicable Law in existence as of the Effective Date of this Agreement or as may be subsequently enacted or adopted and become applicable. The phrase "**Applicable Law**" shall mean all federal, state, and local laws applicable in the context of the specific matter addressed in this Agreement, including but not limited to: 1) the constitutions, laws, and rules and regulations of the United States of America

and the State of Arizona; 2), The Whetstone Fire District Bylaws, Executive Orders, and applicable rules and regulations; 3) the Huachuca City Town Code, and applicable rules and regulations; 4) any court order, judgment, or decree or any appellate decision applicable to this Agreement; and 5) any federal, state, or local administrative decision or order applicable to this Agreement.

B) Governing Law; Venue: This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Arizona, the applicable provisions of the Whetstone Fire District Bylaws, and the applicable provisions of the Huachuca City Town Code. Venue for any legal action relating to this Agreement shall lie in the Superior Court in and for the County of Cochise.

C) Exercise of Authority: Neither WFD nor Huachuca City shall enact or adopt any ordinance, resolution, rule, regulation, policy or standard which would directly and substantially interfere with or diminish the obligations and rights under this Agreement or result in effectively nullifying this Agreement, in whole or part. Nothing in this paragraph shall limit the powers and authority of WFD and Huachuca City in adopting any ordinance, resolution, rule, regulation, policy or standard of broad and general applicability or otherwise exercising its lawful regulatory or taxing powers and authority. To the extent that it is within its legislative or executive authority under its Bylaws or Town Code, Huachuca City shall waive, or compensate WFD for, any Huachuca City taxes, assessments, fees, charges, or costs otherwise applicable to WFD's property, purchases, uses, or activities directly related to the performance of this Agreement.

D) Enforcement: The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages and recovery of unpaid payments, including interest, required under this Agreement (notwithstanding termination of the Agreement), as may be available according to the laws and statutes of the State of Arizona; provided, however, the Parties agree to and hereby release any claims for incidental, indirect, special, consequential, or punitive damages; provided, further, no provision of this Agreement nor the laws of one Party may be enforced by the creation or recording of any type of lien against real property owned by the other Party, nor may any foreclosure process be utilized to recover any moneys owed by one Party to the other Party. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to these terms and conditions contained in this Agreement, and that any failure to comply which results in any recoverable damages shall not cause, by itself, the termination of any rights or obligations under this Agreement.

E) Claims: In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party. The Parties shall cooperate in defending against the claim, demand, suit or action to the extent such common defense is consistent with each Party's rights and obligations under, and the terms and conditions of, this Agreement.

15.11 Liability:

1) To the extent authorized by law and except as otherwise provided in this Agreement, Huachuca City shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of Huachuca City or its officers, employees, and agents in connection with the subject matter of this Agreement.

2) To the extent authorized by law and except as otherwise provided in this Agreement, WFD shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by WFD, or its officers, employees, and agents in connection with the subject matter of this Agreement.

3) Each Party waives all claims and causes of action against the other Party for compensation, damages, personal injury or death which may result or occur as a consequence, direct or indirect, of the performance of this Agreement. Huachuca City and WFD are each responsible for their own negligence and that of their agents, officials and employees.

4) Nothing in this paragraph 15.11 or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties may have under the Arizona Governmental Immunity Act, or to any other defenses, immunities, or limitations of liability available to WFD and Huachuca City against third parties by law.

5) No official, officer, director, agent, or employee of either Party shall be charged personally or held contractually liable to the other Party or its officials, officers, directors, agents, or employees under any term or condition of this Agreement or for any breach, default, or violation under this Agreement.

6) Workers' Compensation - Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the incident command protocol in place, and said Party shall have the sole responsibility for the payment of workers' compensation benefits or other fringe benefits of said employees.

7) Insurance - Each Party represents that it shall maintain for the duration of this Agreement, sufficient policies of public liability insurance to cover all of its obligations undertaken in the implementation of this Agreement, including bodily injury, property damage and employer's liability coverage. The insurance policy limits shall not be deemed to limit the scope of indemnification set forth in this Agreement.

15.12 *Force Majeure*: Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other Party. "*Force majeure*" shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.

15.13 Further Assurances: From time to time, upon the request of a Party, the other Party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting Party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting Party, be necessary or desirable in order to effectuate, complete or perfect the rights of said Party under this Agreement, provided said requesting Party is currently in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other Party is entitled under the Agreement.

15.14 Examination of Records/Audit: During the term of this Agreement and for a period of at least three (3) years after the expiration or termination of this Agreement, any duly authorized representative of either Party, including the WFD Auditor or designee, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the other Party involving any matter related to this Agreement. Any Party shall be entitled to review and audit the performance of this Agreement at that Party's sole expense.

15.15 Notice: All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally or by overnight courier with written confirmation or sent by certified mail, return receipt requested, to the following:

To Huachuca City: Town of Huachuca City
500 N Gonzales Blvd.
Huachuca City, Arizona 85616
Attention: City Manager

Copy to: City Attorney
Town of Huachuca City
500 N Gonzales Blvd.
Huachuca City, Arizona 85616

To Whetstone Fire District:
2422 N Firehouse Lane
Huachuca City, Arizona 85616
Copies to: Fire Chief
Whetstone Fire District:
2422 N Firehouse Lane
Huachuca City, Arizona 85616

Whetstone Attorney
County of Cochise
Attn: County Attorney
P.O. Drawer CA
Bisbee, Arizona 85616

The persons or addresses set forth above may be changed at any time by written notice in the manner provided herein.

15.16 No Third Party Beneficiaries: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. Any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15.17 Entire Agreement: This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

15.18 Amendment: Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Agreement.

15.19 No Assignment: No Party shall assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Agreement, without the prior written consent of the other Party.

15.20 Severability: If any term or provision of this Agreement is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Arizona or the United States or either Party's Bylaws or Code, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Agreement that substantially satisfies the previously intended consideration while being in compliance with Applicable Law and the judgment of the court. This Agreement may be terminated, upon written notice of the adversely affected Party, if the Parties are unable to agree to an amendment to this Agreement that substantially resolves the judicially invalidated critical or material consideration.

15.21 Headings for Convenience: Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

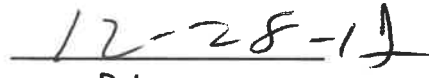
15.22 Authority: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The person(s) executing this Agreement on behalf of each Party warrants that he/she/they have full authorization to execute this Agreement. A Party shall have the right, in its discretion, to either temporarily suspend or permanently terminate the Agreement if there is any valid dispute

Certificate of Counsel

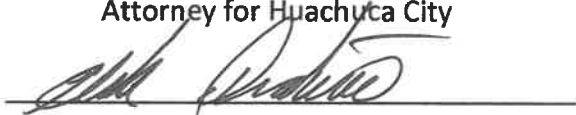
Pursuant to A.R.S. § 11-952(D), the undersigned attorneys have reviewed the foregoing Agreement, and confirm the Agreement is in proper form, and is within the powers and authority granted to each Party under Arizona law.



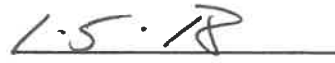
Thomas Benavidez
Attorney for Huachuca City



Date



Attorney for Whetstone Fire District



Date

EXHIBIT A-1
Whetstone Fire District
STANDARD OPERATING GUIDELINE

Section: Operations
Topic: Response Matrix

Problem	Engine	Ladder	Chief	Medic	Rescue	Tender	Rhino	Brush (6)	Brush (3)	Special Teams	
Assist Police	1		1								
911 Hang-up	1		1								
Automobile	1		1	1							
Auto – w/o injury	1			1							
Bicycle	1			1							
Bicycle - only				1							
Building Investigation	1	1	1								
Building Collapse	1	1	1	1						1	County Regional
Bus	1		1	1							
Highway	1		1	1							
Motorcycle	1		1	1							
Trapped Persons	1	1	1	1							
Pedestrian	1		1	1							
Rollover	1	1	1	1							
Unknown injury				1							
Aircraft Crash	1	1	1	1						1	Fort Huachuca
Alarm Sounding	1										
Arson Investigation	1		1								
Auto-aid	1		1	1							Requested Resource
Bomb Threat	1		1	1							
Burnt Food	1	1	1	1							
CO Alarm	1		1	1							
Collapse	1	1	1	1							County Regional
Community	1			1							

Service											

STANDARD OPERATING GUIDELINE

Section: Operations
Topic: Response Matrix

Problem	Engine	Ladder	Chief	Medic	Rescue	Tender	Rhino	Brush (6)	Brush (3)	Special Teams	
Confined Space Rescue	1		1	1						1	County regional
Drowning	1		1	1							
CO Poisoning	1	1	1	1							
Jumper	1	1	1	1							
Lift Assist	1			1							
Medical Alarm	1			1							
Electrical	1	1	1	1							
EMS	1			1							
Explosion Investigation	1		1								
Explosion Confirmed	1	1	1	1		2W					County Regional
Apartment Greater than 1 story	2	2	2	2							County regional
Auto fire	1										
Bus, Motor home, Semi Truck	1		1	1		1W					
Dumpster	1										
Illegal Burn								1			
Reported out	1	1	1	1							
School	2	1	1	1							
Structure	2	1	2	1		2W					
Transformer	1										
Warehouse	2	2	2	1		2W					
Trash	1										
Weed								1	1		
Fuel Spill	1										

Haz-Mat Investigation	1		1								

STANDARD OPERATING GUIDELINE

Section: Operations
Topic: Response Matrix

Problem	Engine	Ladder	Chief	Medic	Rescue	Tender	Rhino	Brush (6)	Brush (3)	Special Teams	
Haz-Mat (Full Response)	1	1	1	1							County Regional
High Angle Rescue	1	1	1		1						County Regional
Helicopter Standby	1		1								
Industrial/Machine	1		1	1	1						County Regional
Lock-out Emergency	1			1							
Lock-out Non Emergency	1										
Gas Leak inside	2	1	1	1		1W					
Gas leak outside	1	1	1	1							
Oder Investigation	1			1							
Oder w/Smoke	2	1	1	1		1W					
Oder/Chemical	1	1	1	1							County Regional
Other	1	1	1	1							
Smoke Investigation Outside	1										
Ventilation Only		1									
Water Problem		1	1								
Water Rescue	1	1	1	1	1						County Regional
Wires down	1										

County Regional :

Technical Rescue Team (confined space, high angle, swift water, trench rescue).

Hazardous Materials (Fort Huachuca Fire Department).

Whetstone Fire District will use Mutual-Aid and Automatic-Aid responses when needed for large incidents or system is taxed with numerous calls.

EXHIBIT A-2

TRAVEL RESPONSE STANDARD

(LEFT BLANK)

EXHIBIT B FIRE PREVENTION

Consultation at Emergency Incidents

When there is a risk of structure collapse, upon request of the Incident Commander, a Huachuca City Building Engineer(s) will respond to the scene to evaluate safety for responding firefighters.

Referenced Standards

The WFD/Huachuca City Fire Code and the standards referenced therein will be the compliance standards referenced for review of proposed construction plans and inspection of properties in the Town of Huachuca City.

Plan Review

- **Pre-construction Conferences.** Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel (collectively hereinafter referred to as “WFD Fire personnel”) will be notified by Huachuca City and shall participate in pre construction conferences along with the appropriate officials, to answer questions relating to fire protection features in the planned building or fire code requirements, or to discuss comments provided during the plan review process. All comments by WFD’s Prevention section will be directed in writing to the appropriate Huachuca City Official(s).

- **Site Plan Review.** Upon request by the Town of Huachuca City Building Official, WFD Uniformed Personnel will be notified and afforded the opportunity to participate in project site plan reviews along with the appropriate Huachuca City Official(s).

- **Preliminary Plan Review.** Upon request by the Town of Huachuca City Building Official, WFD Uniformed Personnel will be notified by Huachuca City and afforded the opportunity to participate in review of project preliminary plans along with the appropriate Huachuca City Official(s). This information will be shared with the fire companies that are expected to respond in the event of an emergency.

- **Final Building Plans and Specifications.** Upon request by the Town of Huachuca City Building Official, WFD Uniformed Personnel will be notified and shall be afforded the opportunity to participate in review of project final building plans and specifications along with the appropriate Huachuca City Official(s). Upon request by the Town of Huachuca City Building Official, WFD Fire Prevention and Uniformed Personnel, upon determination that the plans comply with the applicable fire code requirements, shall notify the appropriate Huachuca City Official in writing that there is no objection to issuance of a building permit. Huachuca City shall provide building construction addresses, timelines and other pertinent information to the fire companies responsible for suppression and/or fire inspection of the building. Upon request by the Town of Huachuca City Building Official, WFD Uniformed Personnel shall participate in rough-in inspections during construction.

- **Certificates of Occupancy.** Upon request by the Town of Huachuca City Building Official, WFD Uniformed Personnel will be notified by Huachuca City (or the contractor) and shall participate in the final inspection process, and the final sign-off on the building before the certificate of occupancy is issued. This certificate indicates that all of the requirements under the applicable codes have been met and that the building is safe and habitable. Upon request by the Town of Huachuca City Building Official, WFD Uniformed Personnel will assist the appropriate Huachuca City Official(s) in testing all life safety systems prior to approving the certificate of occupancy. All comments will be directed in writing to the appropriate Huachuca City Official(s).

- **Consultation.** Upon request by the Town of Huachuca City Building Official, WFD Uniformed Personnel shall offer consulting services to the Huachuca City community, including design professionals, contractors and trades craftsmen, property owners, managers, occupants and members of the general public. The consulting services will include: explanation of the Fire Code and fire-related sections of the Building Code, application of specific standards, and information about the most effective ways to deal with fire and emergency hazard situations. All comments will be directed in writing to the appropriate Huachuca City Official(s).

Business License Inspections

Upon request by the Town of Huachuca City Building Official, WFD Uniformed Personnel, prior to approval of any initial general or specialized business license by Huachuca City, an inspection will be conducted by Fire personnel to determine compliance with the Huachuca City Fire Code. The findings will be forwarded to the appropriate Huachuca City Official(s) for review. Upon request by the Town of Huachuca City, WFD Fire personnel shall also, where required, provide inspections for the renewal of general and specialized business licenses.

Fire Safety Inspections and Basic Fire Inspections

- **Commercial Fire Safety Inspections and Basic Fire Inspections.** All commercial properties in the Town of Huachuca City, including residential properties of more than two units, will receive an annual inspection. WFD will conduct all basic fire inspections. WFD Operations Division personnel will conduct an annual property familiarization inspection of all commercial properties. When WFD Operations Division personnel have found a situation posing an imminent hazard, WFD will take immediate action to mitigate the situation and afterwards notify in the appropriate Huachuca City Official(s) about it.

- Upon request by the Town of Huachuca City Building Official, WFD Uniformed Personnel will conduct a technical inspection. All comments will be submitted in writing to the appropriate Huachuca City Official(s). WFD personnel will advise the appropriate Huachuca City Official(s) of any violation(s) discovered during the course of the property familiarization inspection. Huachuca City shall be solely responsible for any enforcement action concerning the violations; however, WFD personnel will be notified of follow-up inspections and afforded the opportunity to accompany Huachuca City officials in conducting those follow-up inspections. WFD personnel will not participate in fire safety inspections or basic fire inspections of residential properties of two units or fewer unless requested by the resident and authorized by Huachuca City Officials, the building's ownership or building management.

- **Special or Technical Inspections.** Upon request by the Town of Huachuca City Building Official, WFD Uniformed Personnel will conduct fire safety inspections requiring specialized or technical expertise. Fire Prevention personnel will also be available, upon request, to assist Huachuca City property owners or managers in the development of emergency procedures and emergency evacuation plans.

- **Nightclubs and Other Assembly Occupancies.** WFD personnel will respond to complaints or reports of overcrowding or other fire-related concerns. If, during a response to a nightclub, Fire Prevention concerns such as overcrowding, blocked exits, etc., are identified, then WFD personnel will contact Huachuca City Police to enforce the code unless requested by Huachuca City Officials to initiate code enforcement.

- **Files.** WFD will maintain well-organized, complete and accurate records and files on all actions taken (plan review, consultation, inspections, and permits). This information is needed to provide performance measures in accomplishing fire prevention goals and to provide management information for budgetary and administrative purposes. All information records and files will be shared between the WFD and Town of Huachuca City Officials.

- **Construction and Fire Safety Inspection and Permit Fees.** Fees for fire safety inspections and fire safety permits will not be levied unless authorized by Huachuca City Officials.

Method for Appealing Disagreements

A method must be established to appeal any disagreements between WFD and Huachuca City Building and Fire Officials. Concerning the fire prevention matters addressed herein, an Huachuca City Official such as the City Manager will be the final decision maker. But in cases of disagreement, the interpretation which tends to advance the safety of the public and firefighters shall prevail.

EXHIBIT C
FURNITURE, FIXTURES AND EQUIPMENT

The following Items are movable from the Huachuca City Fire Station:

Living Quarters:

1. 8 person dining table (1)" will turn over to Huachuca City"
2. Office chairs (6)
3. Recliners (2)
4. Love seat (1) "not approved for fire station use"
5. Wood file cabinet (2)
6. Phone (1) "hard-line"
7. Printers (2)
8. Computer Desk (1)
9. Computer Tower (1)
10. Computer monitor (1)
11. Wood Entertainment Center (1)
12. Cubby Box (2)
13. Television (1)
14. Shredder (1)
15. Key Lock box (1)
16. Trash Can (2)
17. Stool (1)
18. Indoor Fan (1)
19. Dry Erase Board (1)
20. Cork Board (2)
21. Refrigerator (1)
22. Coffee Maker "Black + Decker (1)
23. Toaster (1)
24. Microwave "Rival" (1)
25. Toaster Oven "General Electric" (1)

Chief Office:

1. Wooden Desk (1)
2. Chairs (2)
3. Wooden File Cabinets (3)
4. Metal File Cabinets (2)
5. Phone (1) "hard-line"
6. Computer Tower "hp" (1)
7. Computer Monitor "ViewSonic" (1)
8. Lab Top Computer "acer" (1)
9. Cork Boards (2)

10. Dry Erase Board (1)
11. Kenwood Mobile Radio (1)

Apparatus Bay:

1. Treadmill "Nortic Track" (1)
2. Bowflex (1)
3. Ice maker "Ice o matic" (1)
4. Ice maker "Slotsman" (1)
5. Ice bagger (1)
6. Metal Cabinet (1)
7. Stand up Freezer "Metalfrio" (1)
8. Chest Freezer "Westinghouse" (1)
9. Extrication Tool "Phoenix – cutter, spreader, power plant" (1)
10. Negative Pressure Fan (1)
11. Hose Clamp "Hebert" (2)
12. Dolly (1)
13. Metal Bench (1)
14. Eyewash Station/portable (1)
15. Air Compressor "Husky 60 gallon" (1)
16. Six(6) Bottle Cascade System "oxygen"
17. Pressure Washer "DeWalt" (1)
18. SCBA Bottles (5)
19. 5" Hose (21 – 50' sections)
20. 5" Hose (2- 25' section)
21. 2 ½" Hose (34 – 50')
22. 2 ½" Hose (4- 100')
23. 1 ½" Hose (17 – 50')
24. 1" Hose (2-100')
25. 50' of Garden Hose

Bunkroom:

1. SCBA Refill Cascade System "Centaur" (1)
2. Wooden lockers (4 "5 per unit")

Storage Room:

1. 3 tier Tool Box "Craftsman" (1)
2. Leaf Blower "homelite" (1)
3. Prune Shears (1)
4. Jack Stand (2)
5. Car Jack (1)
6. Bolt Cutter (1)
7. Double Jack (3)
8. Metal Shelving unit (3)
9. Circular saw (2)
10. Twin beam spot light (2)

11. Heat gun "Broken" (1)
12. Plumbing snake (1)
13. Grease gun (1)
14. Jig saw (1)
15. Hydraulic Jack (1)
16. Hand held tool box (2)
17. Portable drill "porter cable" (1)
18. Corded drill (1)

Engine 161 (EN-324):

Engineer's Cabinet

1. 1 ½" fog nozzle
2. 1 ½" aerator nozzle
3. 2 ½" adjustable fog nozzle
4. 2 ½" straight stream nozzle
5. 1 ½" male cap
6. 1 ½" female cap
7. Wheel chalks (2)
8. Hose clamp "Hebert" (1)
9. Hydrant wrench (2)
10. 2 ½" deck gun nozzle
11. Rubber mallet (1)
12. 2 ½" to 5" Adapter (1)
13. 2 ½" double male (1)
14. 2 ½" double female (1)
15. 5" to 2 ½" reducer (1)
16. 4" to 5" reducer (1)
17. 2 ½" water thief (1)
18. 2 ½" to 1 ½" Gated wye (1)
19. 1 ½" Nozzle (1)
20. 1 ½" ball valve shut offs (2)
21. 2 ½" three way Siamese (1)
22. 2 ½" Nozzle (1)

Cabinet # 2

1. Helicopter LZ lights (1 set)
2. Chains (1 set)
3. Overhaul blanket (1)

Cabinet #3

1. Hooligan bar "short" (1)
2. Double jack "8lb" (1)
3. Pick-headed axe (1)
4. Pry bar (1)
5. Flat-headed axe (1)
6. Bolt cutters (1)

Rear Cabinet

1. Extension cord (1)

2. Tarps (2)

Cabinet #4

1. Ram (1) "Hurst"
2. Hydraulic hose (1)
3. Combi-tool, spreader/cutter "Hurst" (1)
4. Power plant "Hurst" (1)

Cabinet #5

1. Flat-headed axe (1)
2. Hooligan bar (1)
3. Husqvarna chain saw (1)

Ladder Rack

1. Pike pole (1)
2. Roof ladder "14ft" (1)
3. Extension ladder "24ft" (1)

Brush 161 (324)

1. Initial attack packs (2)
2. Tool box (1)
3. Box of wildfire fittings (1)
4. Box of wildfire nozzles (1)
5. Wheel chocks (1)
6. Bladder packs (2)
7. 5 gallon fuel can (1) "drip torch fuel"
8. 5 gallon fuel can (1) "diesel"
9. 5 gallon fuel can (1) "gasoline"
10. Drip torches (2)
11. Spanner wrenches (2)
12. Hydrant wrench (1)
13. Hose packs (2)
14. Weather kits (2)
15. Pulaski (3)
16. Combi-tool (1)
17. Shovel (1)
18. Mc cloud (2)
19. Hoe (1)
20. Chain saw chaps (1)
21. Chain saw repair kit (1)

Engine 162

Engineer Compartment

1. 2 - 2 ½" double male
2. 1 - 2 ½" to 1 ½" gated wye
3. 1 - ½" to 1" reducer
4. 1 - 1 ½" double male
5. 1 - 1 ½" double female
6. 1 - 2 1/2" - 1 ½" reducer
7. 1 -hydrant wrench

8. 1 -rubber mallet
9. 2 -5" spanner wrench
10. 1- 2 ½" – 1 ½" gated wye
11. 1- 2 1/2" fog nozzle
12. 1- 1 ½" fog nozzle
13. 1- 1 ½" aerator nozzle
14. 1 stack deck gun smooth boar nozzle
15. 1 foam inductor
16. 1- 2 ½" Siamese
17. 1-1/2"smooth boar nozzle

Compartment 2

1. 3-ISI SCBA packs

Compartment 3

1. 1- bolt cutter
2. 1 halligan tool
3. 1 pry bar
4. 1 short 4lbs hammer
5. 1 10lbs sledge hammer
6. 1 short pike pole

Compartment 4

1. 3 scene lights
2. Pick headed axe

Compartment 5

1. Wheel chalks
2. 2- 1½" 50' hose
3. 1- 2 ½" fill hose
4. 1 can unleaded fuel
5. 1 jug bar oil

Left rear bumper

1. 1- water thief
2. 1- hose clamp
3. 1- 5" sexless to threaded adapter

Rear compartment

1. 2 f500 jugs
2. 1 generator

Compartment 6

1. Extension cord reel
2. Negative pressure fan
3. Cribbing

Passenger side on truck

1. 10' attic ladder
2. 24' extension ladder
3. 14' roof ladder
4. 2- hwy cones
5. 1- pike pole

Compartment 7

1. 1 water extinguisher
2. 2 salvage tarps
3. 1- ground monitor base
4. ABC extinguisher

Top

1. 5" supply hose
2. 2 ½" supply with fog nozzle
3. 350' 1 ¾" with two fog nozzles
4. Deck gun with fog nozzle

Rhino

Rescue 162

Not going to be used

Rescue 161

Not going to be used

EXHIBIT D

Huachuca City Fire Station located at 502 N Gonzales Blvd. Huachuca City, Arizona 85616.



EXHIBIT E
HUACHUCA CITY PAYMENTS TO WHETSTONE FIRE DISTRICT 2017-2020

Starting Yr/Mo	Ending Yr/Mo	Quarterly Amount	Annualized	Adjustments for costs if needed should not exceed 3% if approved
Nov-17	Dec-17	75,000	450,000	
Jan-18	Dec 18	112,500	450,000	
Jan-19	Dec-19	112,500	450,000	
Jan-20	Dec-20	112,500	450,000	

Starting Yr/Mo	Ending Yr/Mo	Quarterly Amount	Annualized	Adjustments for costs if needed should not exceed 3% if approved
With Huachuca City Keeping the Truck Payment on the 2017 Type 3 Interface Engine				
Nov-17	Dec-17	68,333	410,000	
Jan-18	Dec 18	102,500	410,000	
Jan-19	Dec-19	102,500	410,000	
Jan-20	Dec-20	102,500	410,000	

Huachuca City Type Three Engines:

WFD will recoup from the Goss Billing:

1. Personnel cost (wages) for staff that respond with apparatus.
2. Personnel cost (wages) for staff back filling responder shifts.
3. Any cost associated with the apparatus responding to the incident.
 - a. Fuel
 - b. Lodging
 - c. Meals
 - d. Repairs
4. WFD will charge a fee of 25% of the Net that the apparatus generates.

WFD will handle all billing and provide receipts for all expenses regarding the apparatus response. WFD will issue a check to the Town of Huachuca City once a check is received from the requesting agency, Arizona State Department of Forestry

EXHIBIT F

The contract cost would be \$450,000 annually with adjustments yearly if needed and approved by both agencies.

Employee Payroll Cost for Six Fulltime FF/ EMTs:

Total Payroll \$300,000

Fire Department Operations: 110,000

HCFD

Income	
Emergency Medical Services	0
Fire Protection Contracts	410,000
User Fees	0
Training	0
Total	410,000
Intergovernmental Revenue	
Federal Grants	0
State Grants	0
State land	0
.	0

Expenditures**Operations**

Communications	1,000
Dispatch Contract	1,700
EMS Supplies	8,000
Grant Matching Funds	0
Fuel Oil & Lubricants	12,000
Small Tools and Equipment	5,000
Supplies and Materials	10,000
Vehicle Repairs and Maintenance	15,000
Total	52,700

Other Services & Charges

Administration	0
Fund Transfer	0
Insurance	0
Interest	0
Leases & Rentals	0
Misc. Office Equipment	1,000
Office Supplies	4,000
Professional Services	0

Reimbursement County Services	0
Building Repairs & maintenance	10,000
Telephone	5,000
Utilities	16,000
Fire/EMS Equipment Maintenance	7,000
Total	43,000

Training	
Paramedic Class	0
Firefighter I,II	0
State Fire School	3,500
Misc Training Classes	0
Training Computer	0
Fire Training Programs	1,000
Travel	2,000
Training Officer	0
Total	6,500

Personnel Services	
Wages - Administration	0
Wages - Staff	300,000
Overtime	0
Wages - Part-time	0
Stipends - Volunteers	0

Physicals	7,800
Benefits - Insurance	0
Retirement - ASRS	0
Retirement - APSRS	0
Retirement- FICA	0
Retirement - Volunteers	0
Uniforms	0
Worker's Comp	0
Total	307,800

Capital Outlay	
Equipment Vehicles	
Contingency Fund	0
Other	
Total	410,000

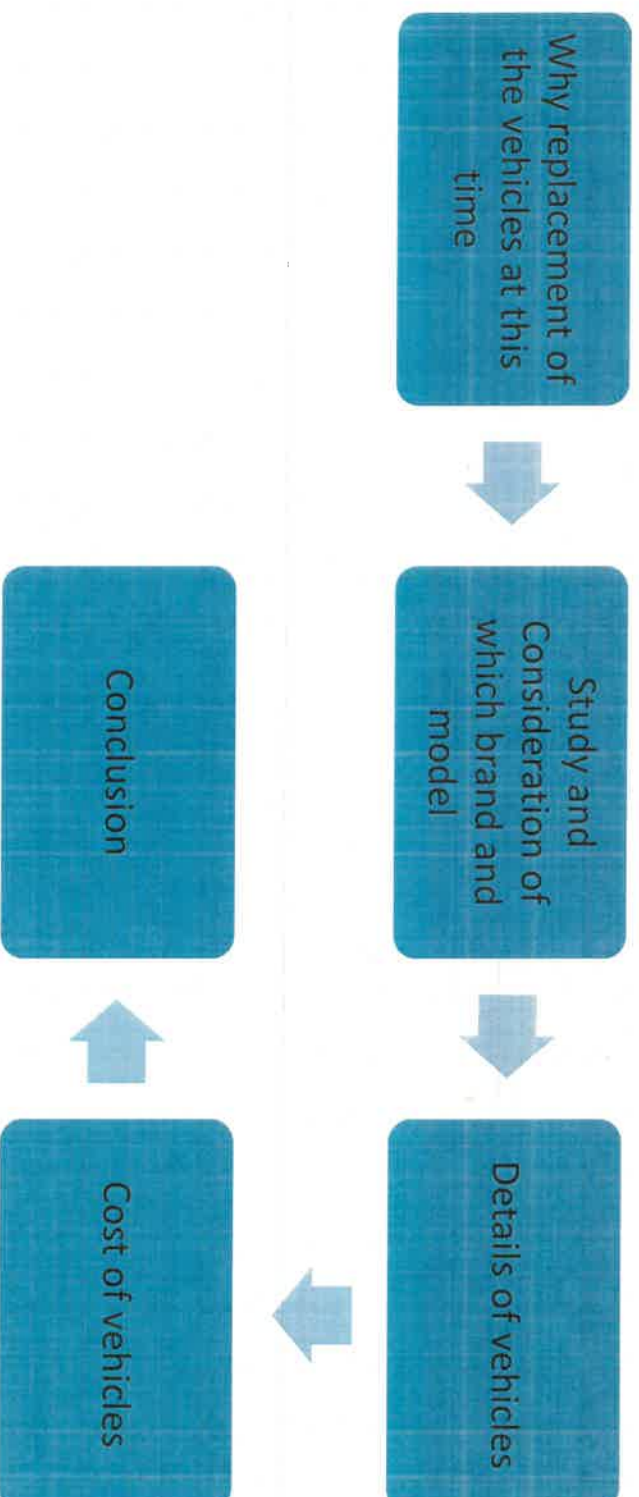
This contract will need to be reviewed yearly as employee costs change annually which will include minimum wage adjustments set forth by the State of Arizona.

Current Huachuca City Fire Department staff would have to meet Whetstone Fire District minimum standards to be considered for employment. i.e. Written test, practical test, PAT test, oral interview, proper certifications, background review. Every opportunity would be made to keep HCFD Volunteer FF's meeting requirements.

Purchasing of Vehicles for HCPD



Agenda / Topics





Replacement of Vehicles

Objective

- Officer Safety
- Reduce Maintenance Cost
- Increased Workspace and Storage of Equipment
- Professionalism

Results

- Careful analysis shows that the vehicle selected by HCPD should be the Chevrolet Tahoe

Old Vehicles

During the month of July/August, maintenances cost \$8,000. This is not a result of failed maintenance. This is the result of aging equipment. Our extended vehicle warrant covered \$2852.47 in additional costing.

**Extended
Warranty**

Expiring June of 2021 (Portfolio)

**Maintenances
cost**

Escalating cost, limited control of these costs.

Vehicles Aging 2012 Dodge (8yrs old)

Average police vehicle life = approximately 7 years.
Approximately 70,000, city and highway, plus miles per vehicle



Selection Considerations

HCPD looked at

Make, Model, Size (Ford Explorer, Dodge Durango, Chevrolet Tahoe)

What other agencies are using or converting to.
CCSO, AZDPS, SVPD

Unit base price,
Equipment Purchase/Installation.

What works best for HCPD and our working
environment/community.

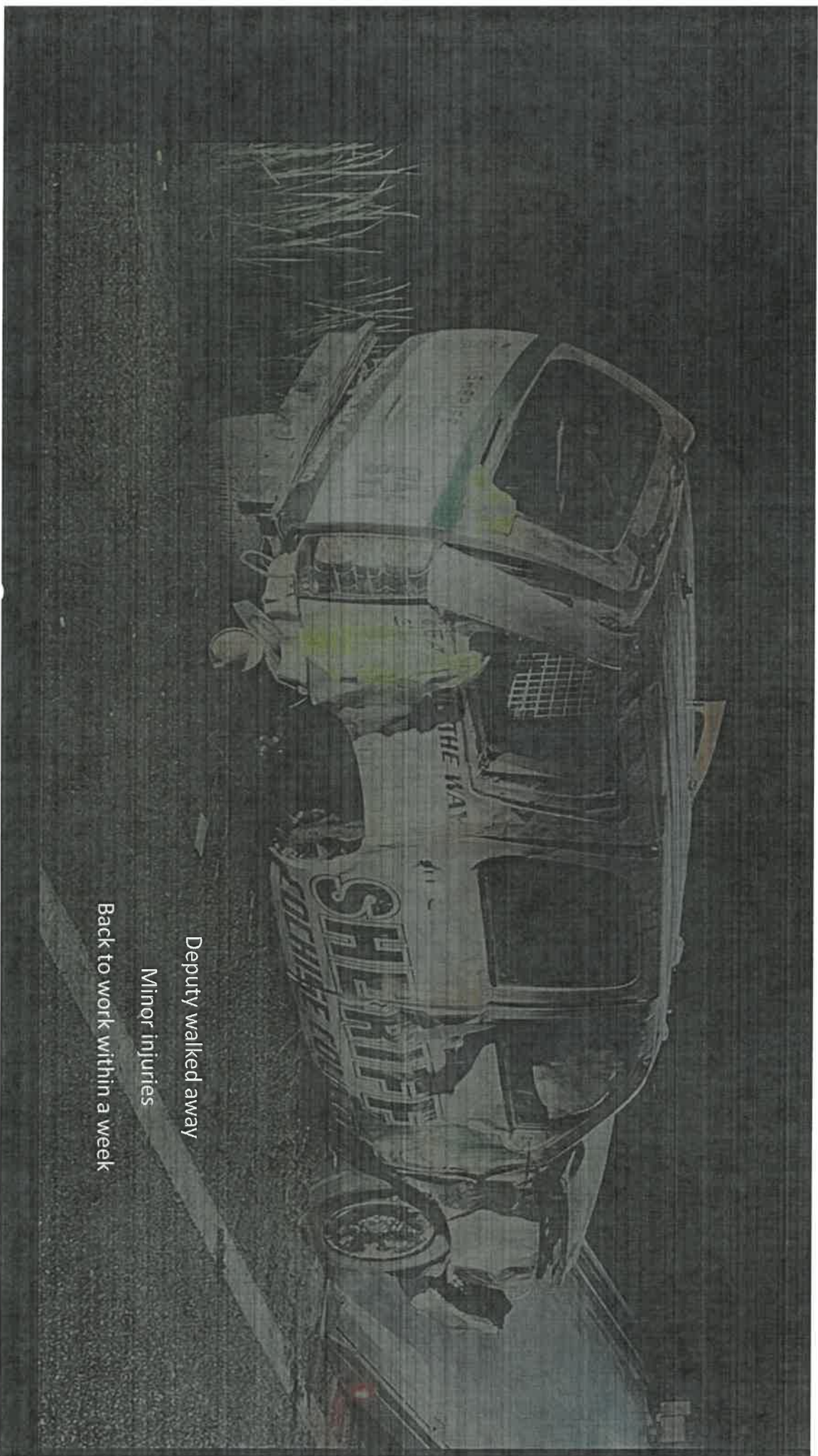
Key findings/results



- The size of the vehicles are relatively the same within inches
- Most agencies are switching to the Chevrolet Tahoe
- Chevrolet Tahoe (TESTED) Approximately \$38,814 base
- Ford Explorer (TESTED) (Failed) Most expensive (Approximately \$42,006 base)
- Dodge Durango (UNTESTED) No other agencies are using it. Approximately \$32,923.
- The Chevy Tahoe SUV Supports our mission. This is the best vehicle for Huachuca City and surrounding areas which include Highway, Desert and Residential.
- The migration to SEACOM has resulted in the Sworn Peace Officers becoming more reliant on their equipment, (Communication, Computer, Accessibility to locations of Calls for Service, as well as Patrolling). This operational change requires HCPD to operate more efficiently within the confines of our rolling offices known as our vehicles.
- Safety tested (Reference next slide, this Deputy walked away from the vehicle).

Standard				
Equipment List		Tahoe	Durango	Explorer
Base Cost		\$38,814	\$32,923.00	\$42006
Police Package Vehicle (PPV)				
Vender	Courtesy Chevrolet		Larry H Miller	Sun Tan Ford
Ground Clearance	7.87 in		8.1 in	8 in
Length	204 in		201.2 in	198.8 in
Wide	75.8 in		75.8 in	78.9 in
height	74.4 in		70.9 in	70.0 in
Driver's space	42.8 H 45.3 leg		40.3 H 40.3 leg	41.4 H 42.9 leg
Engine	V8		V8 or V6	V6
Drive Train	2WD		AWD	AWD
MPG	15/21		18/25	N/A
Tank	26 gal		24.6 gal	21.4 gal
turning Curb to Curb	39.0 ft		37.1 ft	
Tires	P265/65R17		P265/50TR20	
Spare	Full size		Compact	
Paint Black and White		\$2700	\$1350	\$1436
Vehicle BASE Price w/paint		38814	32923	43554

Data & Cost observations



Deputy walked away

Minor injuries

Back to work within a week

- THREE PRIMARY VENDORS:

- Courtesy Chevrolet (Phoenix)
- Gila Electronics (Yuma)
- Black Rose Etching and Vinyl Graphics (Whetstone)

Vehicle Graphics

Black Rose Etching

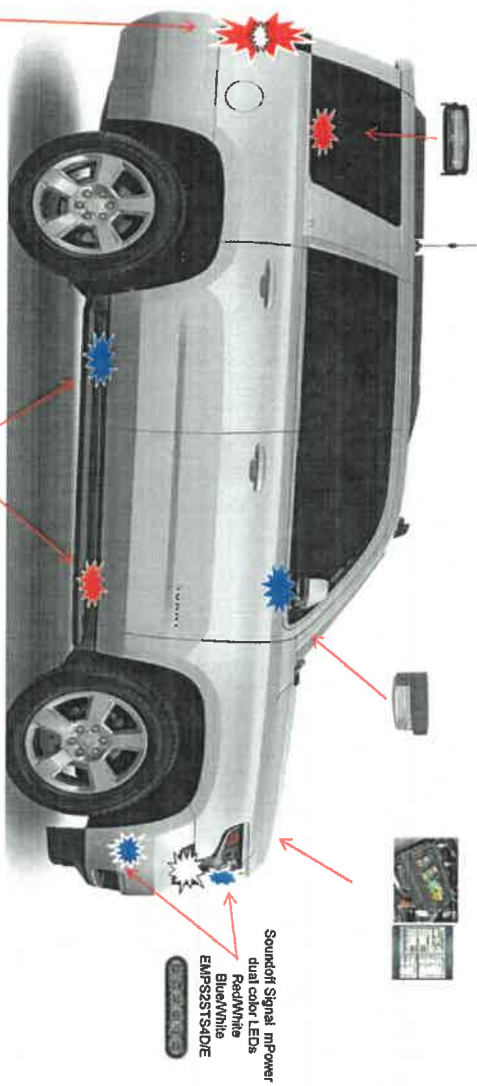
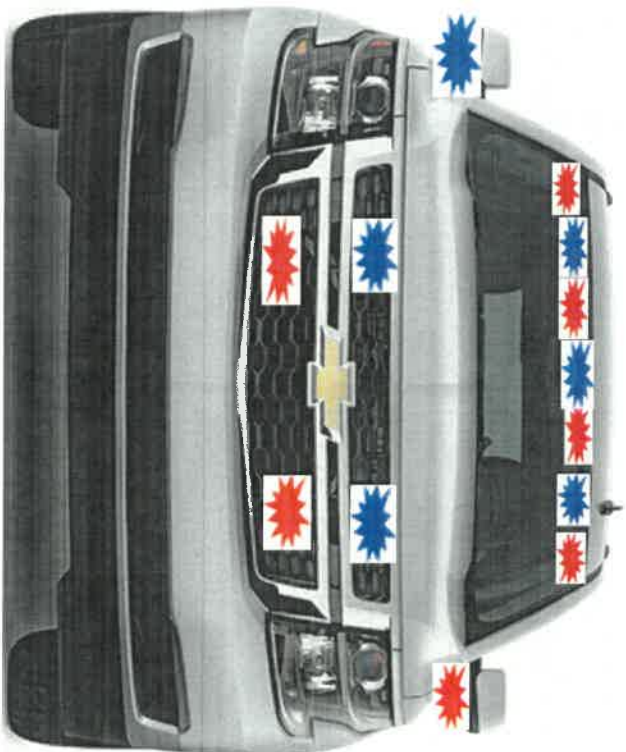
www.huachucsa-etching.com

- Support of Local Business in Whetstone
- Local (Whetstone)
- Cost \$405 per vehicle
- Neat and Clean appearance
- I am a Professional
- Changes can be made easily

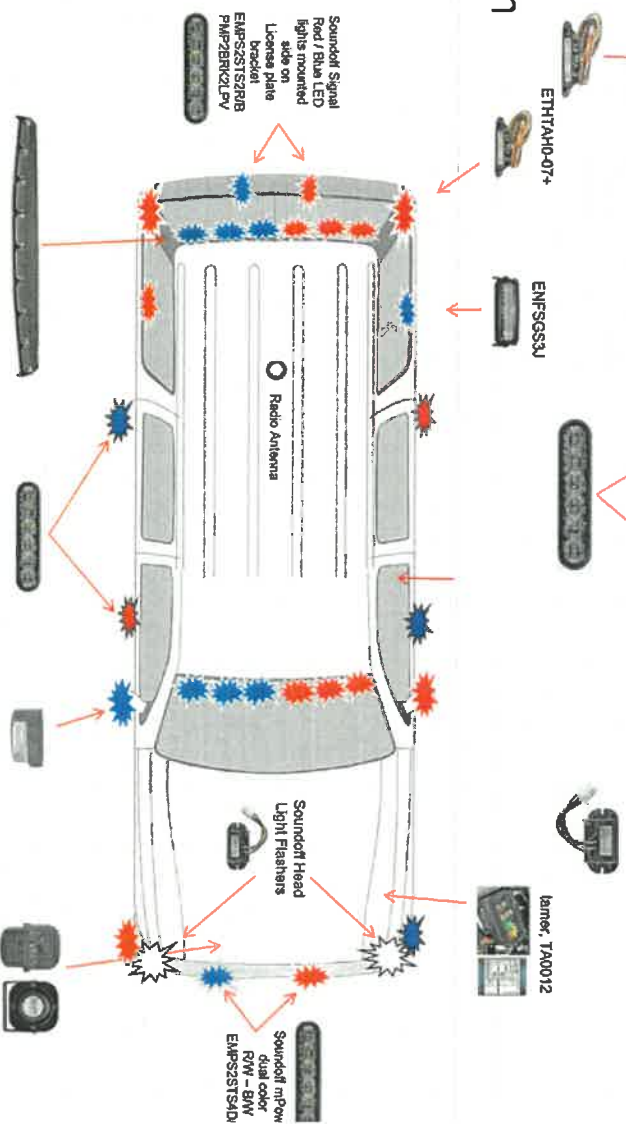


Vehicle Equipment and Lighting

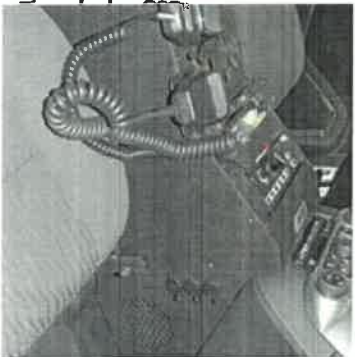




Veh



Li
Ec
Cen



Siren/PA Control Box

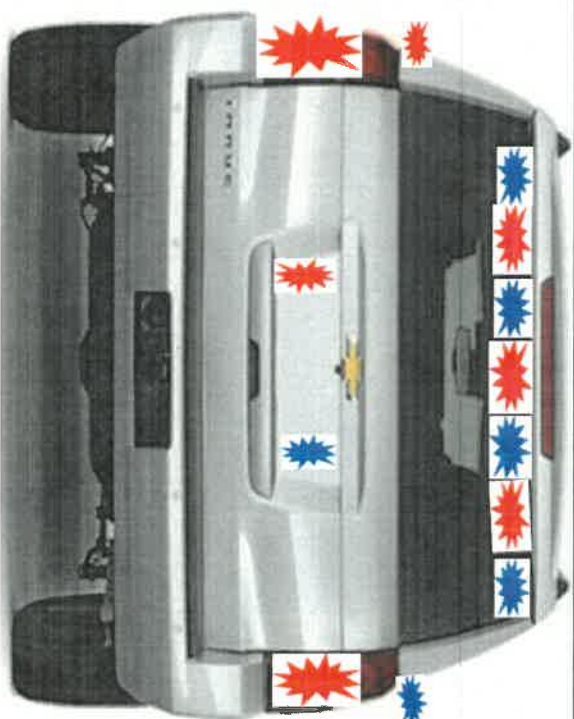
Police Radio Motorola APX8500

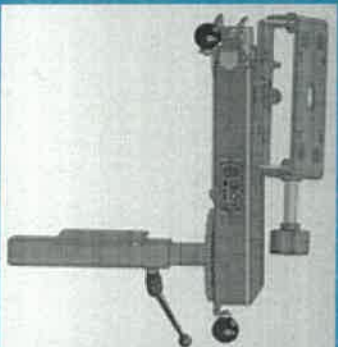
Plastic Seat w/Seatbelts

MCD Stand

Weapons Security Mount

Partition





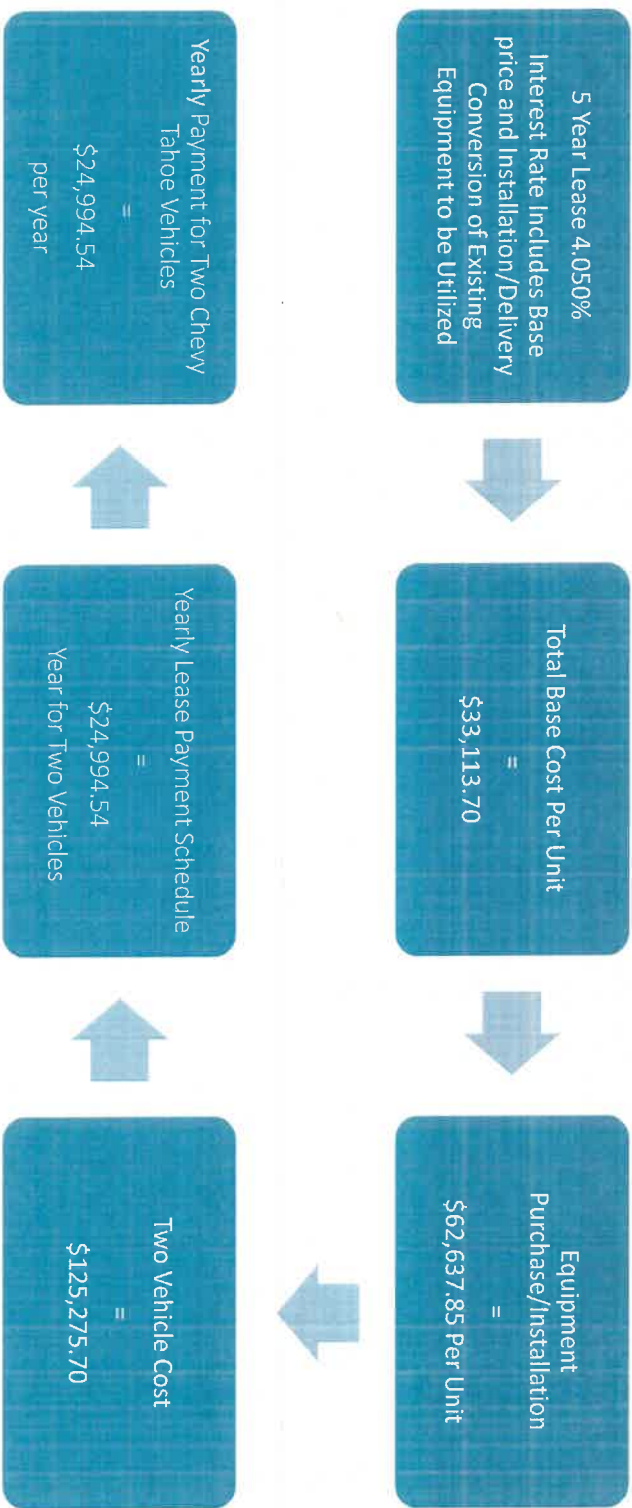
Rear of Vehicle
Rear equipment Box with
Partition and door deletes



Transferred From
Current Vehicles

NOPTICS (Thermal Imager)
MDC
Radar
Old Radio

Conclusion



**QUESTIONS OR
CONCERNS?**



Approximate Dimensions:

Front Fender Police ~ 3 1/2" high x 19 1/2" wide

Rear Fender HC ~ 3" high x 39" wide

911 ~ 3 1/2" high numbers (overall 8 1/4" high x 8 3/4" wide)

Crest ~ 16 1/2" high x 13" wide

Phrase lettering (3 options) ~ 2 1/4" high

Rear Hatch Police ~ 3" high x 16 3/4" wide

Rear Hatch HC ~ 2 1/2" high x 32" wide

Rear Hatch 911 ~ 3 1/2" high x 8 3/4" wide

Rear Hatch Crest ~ 12 1/2" high



We etch designs on car windows, mirrors, glass partitions, sliding glass doors, etc.
 We sandblast designs, house numbers, names on tile, marble, Plexiglas, flagstone, etc.
 Let your imagination run wild and we will capture that image for you.

COURTESY CHEVROLET

9/3/2020

STATE OF ARIZONA
VEHICLE QUOTE
STATE CONTRACT # ADSP017-166120

VEHICLE	2020 CHEVROLET TAHOE PPV 2WD	\$ 33,113.70
	DELIVERY TO YUMA	\$ 175.00
	GILA ELECTRONICS	\$ 17,067.21
	AIRWAVE/MOTOROLA RADIO	\$ 7,196.44
	KERR SURVEILLANCE MODE	\$ 250.00
TOTAL		\$ 57,802.35
SALES TAX		\$ 4,830.50
TIRE TAX		\$ 5.00
GRAND TOTAL		\$ 62,637.85

IN DEALER STOCK
SUBJECT TO PRIOR SALE



Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (Complete)

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Door locks, rear child security

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear Park Assist with audible warning

Rear Vision Camera

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert. With (9C1) Police Vehicle does not apply to spare tire.

Theft-deterrent system, electrical, unauthorized entry

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

+ Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles ✈

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 11782. Data Updated: Sep 2, 2020 10:37:00 PM PDT.

**Proposal for Municipal Lease Purchase**

To: Huachuca City Police Department

From: **GM Financial Commercial Vehicle
Lending 220 E. Las Colinas Blvd.,
Suite 800 Irving, TX 75039**

Date: 09/04/2020

GM Financial is pleased to respond to your application for tax-exempt lease purchase financing. Our proposed terms and conditions are as follows:

Lessor: AmeriCredit Financial Services, Inc.

Lessee: Huachuca City Police Department

Assignee: De Lage Landen Public Finance LLC

PRICING AND TERM

Amount Financed: \$ 115,614.70 Fees: N/A Proposed Funding Date: _____ Interest Rate: 4.050 %

Valid until: 10/4/2020

Asset Description: 2 2020 CHEV TAHOE PPV 2WD W/O TAXES. NOT PAINTED INCLUDES GILA ELECTRONICS, AIRWAVE RADIO AND KERR SURVEILLANCE (\$57607.35)

Lease Term: 5 Years

Payment: \$ 24,994.54

Payment remittance (choose one):

Annual/Advance ☒

Semi-Annual/Advance ☐

Quarterly/Advance ☐

Monthly/Advance ☐

Semi-Annual/Arrears ☐

Quarterly/Arrears ☐

Monthly/Arrears ☐

ADDITIONAL TERMS AND

Security: First priority security interest in the leased vehicle(s).

Closing Costs: Lessee shall be responsible for all costs and expenses incurred in connection with the proposed transaction, including, but not limited to, those incurred with respect to all (i) issuing costs, (ii) bond and/or legal counsel, and (iii) escrow accounts.

Documentation and Insurance: As required, and in form and content approved, by Lessee in its sole discretion.

This proposal is subject to final credit approval and execution of final documentation. Please feel free to contact me at [214-210-5676] or [desheila.albers@gmfinancial.com] with any questions or for further clarification.

Thank you for the opportunity to present this proposal.

Sincerely,

Shay Albers

**Proposal for Municipal Lease Purchase**

To: Huachuca City Police Department

From: **GM Financial Commercial Vehicle
Lending 220 E. Las Colinas Blvd.,
Suite 800 Irving, TX 75039**

Date: 09/04/2020

GM Financial is pleased to respond to your application for tax-exempt lease purchase financing. Our proposed terms and conditions are as follows:

Lessor: AmeriCredit Financial Services, Inc.

Lessee: Huachuca City Police Department

Assignee: De Lage Landen Public Finance LLC

PRICING AND TERM

Amount Financed: \$ 115,614.70 Fees: N/A Proposed Funding Date: _____ Interest Rate: 4.211 %

Valid until: 10/4/2020

Asset Description: 2 2020 CHEV TAHOE PPV 2WD W/O TAXES, NOT PAINTED INCLUDES GILA ELECTRONICS, AIRWAVE RADIO AND KERR SURVEILLANCE (\$57607.35)

Lease Term: 4 Years

Payment: \$ 30,715.81

Payment remittance (choose one):

Annual/Advance ☒

Semi-Annual/Advance ☐

Quarterly/Advance ☐

Monthly/Advance ☐

Semi-Annual/Arrears ☐

Quarterly/Arrears ☐

Monthly/Arrears ☐

ADDITIONAL TERMS AND

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Thank you for the opportunity to present this proposal.

Sincerely,

Shay Albers

2481 E Palo Verde St,
Yuma AZ 85365
USA



Original SALES QUOTATION		
Document Number	Document Date	Page
1785	09/04/20	1/5
Customer No.	Federal Tax ID - Business Partner	
C1271		

Huachuca City Police Department (Main)

500 N. Gonzales Blvd.

Huachuca City AZ 85616
USA

Your Reference

Your Contact

Robert Henderson

Delivery Address

Currency: \$

	Description	Quantity	UoM	Price	Tax %	Total
001	Firewire 3" spot light SQ Cube LED Item Code: FW-20W-BS	4		78.56	8.412	314.24
002	FED Signal ES100 BRKT Universal Item Code: ESB-U	1		30.00	8.412	30.00
003	Pair of side mirror brackets for 2015-2019 Tahoe Item Code: MPSMW9-TAH15MIR	1		21.88	8.412	21.88
004	12-LED light head, Blue/Red Item Code: MPS652-BR	6		119.29	8.412	715.74
005	12-LED light head, Red/Blue Item Code: MPSW9-RB	2		163.06	8.412	326.12
006	Rear Plastic Seat Tahoe Item Code: QK2121TAH15	1		1,299.00	8.412	1,299.00
007	Window bar Set for a Chevy Tahoe for use with all door panel styles. (2015 and newer) Item Code: 239-2056-15	1		124.38	8.412	124.38

Carry Over: **2,831.36**

Phone: (928) 726-0896

Fax: (928) 726-8238

E-Mail: info@gilaelectronics.com

Website: www.gilaelectronics.com

2481 E Palo Verde St,
Yuma AZ 85365
USA



Currency: \$

Carry Over: **2,831.36**

	Description	Quantity	UoM	Price	Tax %	Total
008	Dual Gun Rack Item Code: 7010-3030	1		293.75	8.412	293.75
009	Cage Tahoe Item Code: PK1156TAH15	1		879.00	8.412	879.00
010	Headlight Flashers Item Code: FHL-HL	1		55.76	8.412	55.76
011	Tahoe Visor Lights Red & Blue Item Code: SIFMS 3632005	1		942.08	8.412	942.08
012	DynaMax ES 100C Speaker 100W Item Code: ES100C	1		222.35	8.412	222.35
013	Rear Light Bar Tahoe Item Code: SIFMHS-TAH15-PFI	1		1,183.33	8.412	1,183.33
014	Tail Light flashers Item Code: FHL-tail	1		62.83	8.412	62.83
015	2-LED light head, Red/Blue LED, Clear lens Item Code: MPS1200U-BR	2		119.29	8.412	238.58
016	Dome Light RED white Sound Off Item Code: VP197UNI	3		54.40	8.412	163.20
017	Vehicle Fire Extingusher & Bracket Item Code: UFEB1317-D	2		60.00	8.412	120.00

Carry Over: **6,992.24**

2481 E Palo Verde St,
Yuma AZ 85365
USA



Currency: \$

Carry Over: **6,992.24**

	Description	Quantity	UoM	Price	Tax %	Total
018	Labor Item Code: L04	32		100.00	0.000	3,200.00
019	100 W siren/light controller with PA and microphone Item Code: PA640	1		517.41	8.412	517.41
020	Travel Expenses Item Code: S48	1		1,500.00	0.000	1,500.00
021	Tahoe Console Includes Radio and Siren Faceplates Item Code: 015-3010-15	1		318.75	8.412	318.75
022	Tahoe Console Floorplate Item Code: 121-1905-15	1		70.88	8.412	70.88
023	Padded Armrest Item Code: 1213505	1		47.50	8.412	47.50
024	Lower 5 style mounting pole. Item Code: 710-5906	1		18.75	8.412	18.75
025	Upper mounting pole with plate, 8" tall Pole includes 7" plate with 3" of travel. Item Code: 710-5901	1		41.19	8.412	41.19
026	Tilt Swivel for mounting on an upper plate or a Comp-Tilt (DS-Clevis) Item Code: 225.3002	1		37.13	8.412	37.13

Carry Over: **12,743.85**

2481 E Palo Verde St,

Yuma AZ 85365
USA

Currency: \$

Carry Over: **12,743.85**

	Description	Quantity	UoM	Price	Tax %	Total
027	Two Drawer Box 44"w x 34" D x 22" tall Includes 2" lip,, Fits a Chevy Tahoe (2015+ and newer). I Item Code: 015-2470	1		2,368.75	8.412	2,368.75
028	BX Series / Push bumper, Chevy Tahoe 2015-2020 Item Code: PBX04	1		518.75	8.412	518.75
029	Two-Light top channel for Chevy Tahoe and Ford F-150 bumpers, MPS600U Item Code: PBX-TC2L-4	1		31.25	8.412	31.25
030	MicroPulse Ultra 600, Surface mount, 6-LED lighthead, Red/Red Item Code: MPS600U-RR	2		111.25	8.412	222.50
031	MicroPulse Ultra 600, Surface mount, 6-LED lighthead, Blue/Blue Item Code: MPS600U-BB	2		111.25	8.412	222.50

Tax Details

Tax Code	Tax %	Net	Tax
AZ	8.41	11,407.60	959.61

Quotation Subtotal: **\$ 16,107.60**Total Before Tax: **\$ 16,107.60**Total Tax Amount: **\$ 959.61****Total Amount: \$ 17,067.21****Additional Expenses**

Shipping Type:

Payment Term**Net 30 Customers**

Quotation Valid Until: 10/04/20

Phone: (928) 726-0896

Fax: (928) 726-8238

E-Mail: info@gilaelectronics.com

Website: www.gilaelectronics.com

2481 E Palo Verde St,

Yuma AZ 85365
USA



Original		SALES QUOTATION	
Document Number		Document Date	Page
1785		09/04/20	5/5

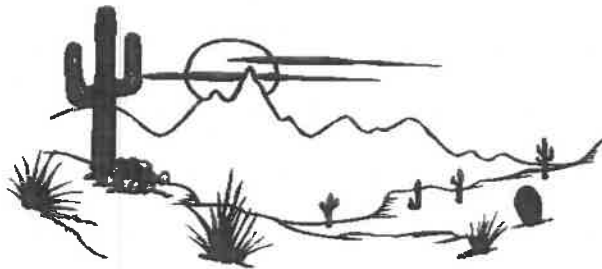
Currency: \$

Phone: (928) 726-0896

Fax: (928) 726-8238

E-Mail: info@gilaelectronics.com

Website: www.gilaelectronics.com



Black Rose Etching and Vinyl Graphics

Michael McDonald

P.O. Box 4843

Huachuca City, AZ 85616

michael@blackrose-etching.com

www.blackrose-etching.com

(520) 456-1526 ~ 1(800) 509-1526 ~ (520) 456-9499 fax

~ Quote ~

31 October 2020

Company name: Huachuca City Police Department

Telephone: 520-678-7548

Address: 500 N. Gonzalez Blvd., Huachuca City, AZ 85616

Project: Quote for graphics on Huachuca City Police Department Chevy Tahoe.

- Clean and prep vehicle
- Premium grade vinyl rated at 7 years exterior
 - Reflective gold (lettering)
 - Reflective white (911)
 - Reflective black (911)
 - Gloss black (slogan)
 - Full color printed crests
- Work to be completed at Whetstone shop
- Approximate dimensions listed on attached draft layout
- Three options provided for bottom of door slogan
- \$284.45 + \$17.38 (6.1% tax) = \$302.23 per vehicle of same make and model
- One time fee for artwork layout and re-create the Huachuca City and Huachuca City Police Department crests to camera ready artwork \$ 205.00
- Two weeks notice required for installation appointment
- Prices valid for 45 days from date of quote
- Payment must be made by check or cash within 30-days of installation

Thank you for the opportunity to provide a quote. Please call or email if you have any questions.

See next page for graphic layout and approximate dimensions.

We etch designs on car windows, mirrors, glass partitions, sliding glass doors, etc.
We sandblast designs, house numbers, names on tile, marble, Plexiglas, flagstone, etc.
Let your imagination run wild and we will capture that image for you.

Mark J. Dannels
Sheriff

Office of the Sheriff Cochise County



Thad J. Smith
Chief Deputy

November 15, 2019

To the USDA Grants Committee,

As Sheriff of Cochise County, I support Huachuca City Chief of Police James Thies efforts to obtain equipment through the USDA grant system. Huachuca City has one of three main north and south state highways running through the heart of their city. During times of crisis, Chief Thies enforcement efforts effect the entire western portion of Cochise County. More than once over the years, Huachuca City Police Department has been critical in maintaining the proper flow of traffic due to critical incidents on this major thoroughfare. Without proper equipment, Chief Thies assistance to the densest population base in Cochise County will be hampered.

Your favorable review of Chief Thies grant efforts will be greatly appreciated by all law enforcement personnel in our county.

Sincerely,

Mark Dannels
Sheriff
Cochise County



EXTRAORDINARY SKIES.
UNCOMMON GROUND.

November 22, 2019

United States Department of Agriculture
Attn: Grant Committee

Re: Letter of support for The Town of Huachuca City USDA Grant regarding HCPD Police vehicles

To Whom it may Concern:

The Town of Huachuca City and the Huachuca City Police Department (HCPD) are applying for grant assistance through this USDA Equipment/Facilities Grant Program. The Sierra Vista Police Department (SVPD) supports the Town of Huachuca City and HCPD in their pursuit of this grant.

If awarded, the Town of Huachuca City is looking to purchase two new police patrol vehicles to replace two aging vehicles. The current vehicles have exceeded their anticipated five-year life span and are in frequent need of repair. This places an additional burden on HCPD to provide the necessary services to their community. HCPD officers also provide assistance to SVPD officers as our jurisdictions are adjacent to each other. HCPD officers frequently assist SVPD officers with traffic control at accident scenes just outside their jurisdiction and respond to look for suspect vehicles that may be traveling toward their jurisdiction. The ability to quickly respond with reliable vehicles is helpful to SVPD and their community.

Please feel free to contact me if you have any questions about our support for this application.

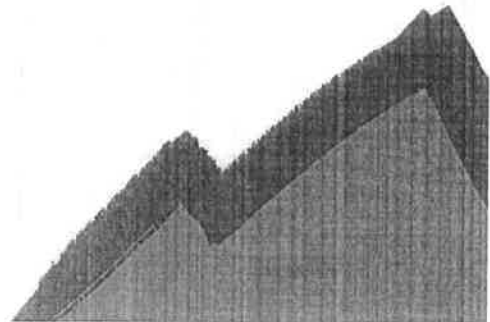
Sincerely,

Adam D. Thrasher
Chief of Police
Sierra Vista Police Department
520-452-7500

CITY OF SIERRA VISTA
POLICE DEPARTMENT

911 North Coronado Drive
Sierra Vista AZ 85635
520-452-7500

www.SierraVistaAZ.gov





Office of Emergency Management

Public Programs...Personal Service

www.cochise.az.gov

GABRIEL M LAVINE

DIRECTOR EMERGENCY MANAGEMENT

Date: 19 November 2019

Subject: Endorsement For Huachuca City USDA Grant Application

The Cochise County Office of Emergency Services would like to formally endorse the Huachuca City grant application to purchase two new police patrol vehicles. The frequency of requests for emergency response in Huachuca City coupled with the isolated nature and limited resources in the city is an area of concern. If aging equipment continues to be used over the next several years this will increase the risk to responders and the community alike. Due to the extended mutual aid response times and limited capacities within the city, reliable vehicles for first due units is of the utmost importance. By funding the proposed public safety equipment replacement project, the granting authority will reduce the risk to life, critical infrastructure, and private property in one of the County's more vulnerable areas. Thank you for your consideration and support in this endeavor.

Respectfully

A handwritten signature in black ink, appearing to read "G. Lavine", is written over a horizontal line.

Gabriel Lavine

Director of Emergency Management

Main Office

1415 Melody Lane, Bldg. A

Bisbee, AZ 85603

520-432-9820 (O)

520-559-2147 (C)

520-432-9480 fax

Glavine@cochise.az.gov



M&M Auto Collision & Powder Coatings

317 N. Huachuca Blvd. (HWY 90) • Huachuca City, Arizona 85616

Phone: 520-456-2628 • Fax: (520) 456-2230

Mmpaint.com

Letter of Community support for The Town of Huachuca City USDA Grant regarding HCPD Police vehicles

November 10, 2019

Dear Grants Committee,

We here at M&M Auto Collision & Powder Coatings fully support the Town of Huachuca City and the Huachuca City Police Department (HCPD), in their application for the HCPD police vehicles. The services that they provide for our business and other businesses in Huachuca City is priceless.

We understand that part of the USDA grant process requires the applicant to show that their local businesses, 501C3's, local Law Enforcement and Fort Huachuca support their endeavors. M&M Auto Collision & Powder Coatings fully supports The Town of Huachuca City seeking support to purchase; (2) 2020 Chevrolet Tahoe police vehicles this winter, to replace two existing Dodge Chargers – one is a 2010 and the other a 2012, of which are both approaching 100,000 miles. All of their vehicles are up for replacement, but the town simply cannot afford to replace more than two cars currently.

We here as a business and friend of the residents of Huachuca City, Cochise County, fully support The Town of Huachuca City and the officers that protect our community. This Grant will also support our other local businesses partners... such as Mr. Shed, Ray's Restaurant, Sonny D's, Camino Café, and Southwest Motor Services Group.

Please take their application into serious consideration so they can continue (as they always have) serving our community to the best of their ability.

Sincerely,

Yvette Rambo
Owner/Mgr

M&M Auto Collision & Powder Coatings





Southwest Motor Services Group, L.L.C.
209 S. Huachuca Blvd
Huachuca City, AZ 85616

November 11, 2019

Town of Huachuca City
500 N. Gonzales Blvd
Huachuca City, AZ 85616

Subject: Southwest Motor Services Group (SMSG) Support for Pursuing a USDA Grant to Start Replacing
HCPD Police Vehicles

Dear Grants Committee,

As an established business in the Town of Huachuca City, SMSG is in full support of requesting a USDA grant to partially fund the purchase of two police vehicles.

The Town of Huachuca City is looking to purchase two (2) 2020 Chevrolet Tahoe police vehicles to replace two existing Dodge Chargers – one is a 2010 and the other a 2012, which are both approaching 100,000 miles. The current vehicles have exceeded their anticipated five-year life span; these vehicles are in frequent need of repair and could place police officers, as well as the general motoring public, at risk. As there are many unpaved roadways throughout the township jurisdiction, the replaced vehicles will be assigned to off-road duty as they are better suited for leaving the roadway to get to those areas when necessary. All the police vehicles are up for replacement, but the Town cannot currently afford to replace more than two vehicles.

The new vehicles have additional safety and technology features that are a necessity in today's environment; the state-of-the-art features will enhance the officer's efficiency as the vehicles also serve as the police officers' rolling office.

The combined cost of these two vehicles would be approximately \$130,000.00; the Town of Huachuca City is able to pay \$50,000.00. The remaining \$80,000.00 is the amount of the requested grant.

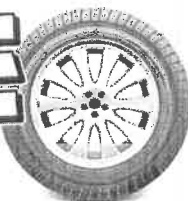
Should you require more information, please contact the undersigned at 209 S. Huachuca Blvd, Huachuca City, AZ 85616 or (520) 456-3508.

Sincerely for all SMSG Members,

Nicole Perez

Nicole D. Perez
SMSG Majority-In-Interest Member

GARDNER'S GARAGE



November 6, 2019,

To Whom it may concern,

We are the owners of Gardner's Garage, a small mom and pop business in Huachuca City. We have lived in Cochise County for 20 years and we have seen many changes of late to Huachuca City. All for the good.

This letter is to offer our full support of this USDA Grant for the Huachuca City Police Department. The current Chief works tirelessly with a very small and limited budget. His attitude, and that of his officers is positive and every time we bump into them in town we are met with smiles, firm handshakes and a great outlook for the direction the department is headed.

To that end, I know they are working to acquire new vehicles. This is paramount to the safety of the officers and those they protect and serve. It is also paramount that they be safe, modern vehicles that can safely transport passengers when needed. The current vehicles they have do not meet those basic needs. The Grant would help secure the safe transport of Officers and citizens. We live in a rural area, not all roadways are good and many require vehicles with higher ground clearances. The current dated Chargers do not offer the ability for the officers to transit all roads in our area. Many areas within their coverage areas are completely altered during our monsoon season and many cannot be accessed by low profile vehicles. This alone can affect the officer's ability to respond to any call for aid.

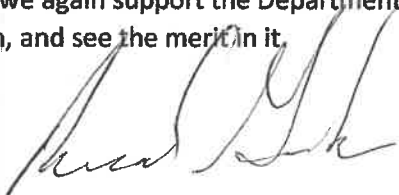
We wholeheartedly support our officers in any endeavor where they seek to improve the safety and performance of the department as a whole. They are often seen at school events, public gatherings, holiday festivals, always with smiles and a willingness to help. In today's culture, unfortunately the public treatment and opinion of law enforcement is not always positive. Our Huachuca City Police Department recognizes that and works hard to foster positive relationships within the community.

Besides supporting the Police Department directly, and the citizens who reside here, the Grant would assist the surrounding communities as well. Rural departments routinely support neighboring communities and other law enforcement and the Grant would go a long way to aiding in those efforts.

The town is seeing new businesses pop up, such as ours, Camino Café and Southwest Motor Services. These new businesses as well as long standing offices rely on the Police Department. Knowing that the officers could safely respond to calls in vehicles that were modern and reliable is invaluable. The town is seeing a 'clean up' if you will, and more businesses will be coming. They will also seek the protection of the Department and this Grant will help provide that.

In closing, we again support the Department's pursuit of this USDA Grant and would be happy to have you consider their application, and see the merit in it.

Sincerely,



Richard and Heather Gardner Owners, Gardner's Garage

127 Huachuca Blvd.

Huachuca City, AZ 85616

520-210-2331



Huachuca City Lions Club
PO Box 4197
Huachuca City, AZ 85616

December 29, 2019

SUBJECT: Letter of Support for The Huachuca City Police Department's USDA Grant

Dear Grants Committee,

The Huachuca City Lions Club is pleased to write this letter of support for the Town of Huachuca City and the Huachuca City Police Department (HCPD). It is our understanding that the town and the Police Department are applying for a grant through the USDA Equipment/Facilities Grant Program.

As a nonprofit organization within the town limits, we fully support the police department's grant request. The police department is applying for this grant to purchase two (2) 2020 Chevrolet Tahoe police vehicles. These vehicles would replace two existing Dodge Chargers – one is a 2010 and the other a 2012, both of which are approaching 100,000 miles. The combined cost of these two vehicles would be approximately \$130,000.00 which is significantly more than our town's budget can absorb.

Until Spring 2019, the Town had been living off its savings accounts for upwards of 10 years. Many changes have been made and will continue to be made in 2020. The town is now set on a steady financial track. However, as Town Council and Town staff continue to improve the Town's financial situation, many needed capital purchases, such as new police vehicles, are not possible.

According to the police department, the current vehicles have exceeded their anticipated five-year life span. They are in frequent need of repair and could place our police officers and the general public at risk.

This grant will help our police department to execute their mission of providing for the public safety of residents, businesses and organizations within our town limits, but it will also enable them to support our neighboring communities such as the Cochise County Sheriff's Office, the Sierra Vista Police Department and Fort Huachuca.

We believe that this grant will help our police department to better serve our organization as well as the entire Huachuca City community. For this reason, we fully support their grant request in the hopes that they will be able to make the much needed purchase of new police vehicles.

Sincerely,

Marge Legler
President, Huachuca City Lions Club

12/09/2019

USDA Grant Department

RE: Letter of Community Support

Dear Grant Committee,

Huachuca City Police Department is an essential and vital department for the success and security of our town. We are proud of their diligence and performance on providing the law enforcement needed for our community.

I would like to re-instate my strong recommendation for our law enforcement department. If you have any questions on this regard or this recommendation, please do not hesitate to contact me at (520)224-8501

Sincerely,

Joshua Flores

J & D's Roll off & Hauling



12/09/2019

USDA Grant Department

RE: Letter of Community Support

Dear Grant Committee,

I'm Pleased to recommend the Huachuca City Police Department, I'm proud supported of their work, understanding without safety and security we will not be able to operate on a safe manner. The Huachuca City Police Department is a vital need in our community, Keeping the law and order, supporting, and serving our neighborhood.

Again, I will like to re-instate my strong support if you have any questions on this regard or this recommendation, please do not hesitate to contact me at (520)266-9641.

Sincerely,

Joshua Flores

The Rock & Sand Depot



